



Agenda

General Obligation Bond

Parks and Recreation Subcommittee

Meeting Location:
City Council Chambers
200 W. Jefferson St.
Phoenix, Arizona 85003

Monday, September 19, 2022

1:00 PM

City Council Chambers

OPTIONS TO ACCESS THIS MEETING

Virtual Request to speak at a meeting:

- **Register online** by visiting <http://www.phoenix.gov/bond/meetings> **at least 2 hours prior to the start of this meeting**. Then, click on this link at the time of the meeting and join the Webex to speak:

<https://phoenixpublicmeetings.webex.com/phoenixpublicmeetings/onstage/g.php?MTID=e934c0bfa6da8567a0b49d5fb6bf4dfce>

- **Register via telephone** at 602-262-6001 **at least 2 hours prior to the start of this meeting**. Then, use the call-in phone number and Meeting ID listed below at the time of the meeting to call-in and speak.

In-Person Requests to speak at a meeting:

- Register in person at a kiosk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Arrive **1 hour prior to the start of this meeting**. Depending on seating availability, residents will attend and speak from the Upper Chambers or Lower Chambers.

- Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

At the time of the meeting:

- Watch the meeting live streamed on phoenix.gov or Phoenix Channel 11 on Cox Cable, or using the Webex link provided above.

- **Call-in** to listen to the meeting. Dial 602-666-0783 and Enter Meeting ID 2481 425 2699# (for English) or 2484 564 1098# (for Spanish). Press # again when prompted for attendee ID.

- **Watch** the meeting in-person from the Upper Chambers or Lower Chambers depending on seating availability.



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Para nuestros residentes de habla hispana:

- **Para registrarse para hablar en español**, llame al 602-262-6001 **al menos 2 horas antes del inicio de esta reunión** e indique el número del tema. El día de la reunión, llame al 602-666-0783 e ingrese el número de identificación de la reunión 2484 564 1098#. El intérprete le indicará cuando sea su turno de hablar.

- **Para solamente escuchar la reunión en español**, llame a este mismo número el día de la reunión (602-666-0783); ingrese el número de identificación de la reunión 2484 564 1098#. Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.

- **Para asistir a la reunión en persona**, vaya a las Cámaras del Concejo Municipal de Phoenix ubicadas en 200 W. Jefferson Street, Phoenix, AZ 85003. Llegue 1 hora antes del comienzo de la reunión. Si desea hablar, regístrese electrónicamente en uno de los quioscos, antes de que comience el tema. Una vez que se comience a discutir el tema, no se aceptarán nuevas solicitudes para hablar. Dependiendo de cuantos asientos haya disponibles, usted podría ser sentado en la parte superior de las cámaras, o en el piso de abajo de las cámaras.



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CALL TO ORDER

MINUTES OF MEETINGS

1. **Minutes of the General Obligation Bond Parks and Recreation Subcommittee**

This item transmits the minutes of the General Obligation Bond Parks and Recreation Subcommittee meeting from August 29, 2022, for review, correction or approval by the Subcommittee.

THIS ITEM IS FOR POSSIBLE ACTION

DISCUSSION AND POSSIBLE ACTION

2. **Introductory Remarks**

Introductory remarks by the Subcommittee Chair.

3. **Capital Needs and Prioritization and Evaluation Process**

Staff will provide additional information on prioritized and future capital needs identified in the Capital Needs Study, and other potential projects at the request of the Subcommittee, as well as respond to requests and questions from the August 29, 2022, General Obligation Bond Parks and Recreation Subcommittee meeting. The Subcommittee may discuss and approve a method for developing recommendations to the General Obligation Bond Executive Committee.

THIS ITEM IS FOR INFORMATION, PUBLIC COMMENT, DISCUSSION AND POSSIBLE ACTION



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FUTURE AGENDA ITEMS

ADJOURN

For reasonable accommodations, please contact Genevieve Siri at 602-495-7320 a minimum of two business days prior to the meeting. 7-1-1 Friendly.

Persons paid to lobby on behalf of persons or organizations other than themselves must register with the City Clerk prior to lobbying or within five business days thereafter, and must register annually to continue lobbying. If you have any questions about registration or whether or not you must register, please contact the City Clerk's Office at 602-534-0490.

**City of Phoenix
General Obligation Bond Committee
Parks & Recreation Subcommittee
Summary Minutes
Monday, August 29, 2022**

City Council Chambers
200 W. Jefferson St.
Phoenix, Ariz.

Subcommittee Members Present

Hon. Mary Rose Wilcox, Chair
Ms. Elizabeth Perez-Pawloski, Vice Chair
Mr. John Bullock
Ms. Dana Burns
Mr. Adrian Garcia
Mr. Brett Hunt
Mr. Gary Kaasa
Mr. Jeff Spellman - virtual

Subcommittee Members Absent

Mr. Tim Madrid

1. CALL TO ORDER

Chair Wilcox called the Parks & Recreation Subcommittee to order at 1:01 p.m. with Vice Chair Perez-Pawloski, committee members Dana Burns, Gary Kaasa, Brett Hunt, John Bullock, and Jeff Spellman present.

2. REVIEW AND APPROVAL OF THE AUGUST 15, 2022, MEETING MINUTES

Vice Chair Perez-Pawloski made a motion to approve the minutes of the August 15, 2022 meeting. Committee member Hunt seconded the motion which passed unanimously, 7-0.

3. INTRODUCTORY REMARKS

Chair Wilcox thanked staff and all in attendance and briefed on the overview of GO Bond meeting and goals.

Chair Wilcox announced the Executive Committee would hold a public hearing on September 14 at 6 p.m.

4. CAPITAL NEEDS & PRIORITIZATION & EVALUATION PROCESS

Parks and Recreation Director Cynthia Aguilar presented on the Parks & Recreation Prioritized Capital Needs, funding sources, user statistics. Ms. Aguilar identified the needs and updates on current projects and impacts to the community through five categories: undeveloped parks, aquatics improvements, park improvements, facilities improvements, and South Mountain Park and Preserve.

Committee member Garcia joined the meeting at 1:15 pm.

Chair Wilcox asked if the splash pads would be built on top of the pools at Grant, Alkire, University, Marivue, and Holiday Parks.

Ms. Aguilar explained that the pools that will be a renovation of the existing footprint space of where the pool is.

Chair Wilcox verified the pool space will be utilized to complete this and no more space will be needed.

Committee member Kaasa asked if Phoenix has other splash pads or if other cities in Maricopa County have splash pads, how they are used, and the popularity.

Ms. Aguilar stated Phoenix does have 10 to 12 splash pads in the park system and are heavily used amenities. Parks is looking into extending splash pad season due to the popularity.

Committee member Hunt asked what the projection would be with the regional pools of lifeguards necessary in this concept versus the current concept and will this make it more reasonable to make more pools open.

Aquatics Supervisor Becky Kirk stated the overall need for lifeguards would be approximately the same.

Member Hunt asked whether the subcommittee could assist with the recruiting pipeline of lifeguards.

Ms. Aguilar stated that this would be a separate item from the GO Bond Committee but welcomes members to spread the word about these opportunities.

Chair Wilcox suggested a possible partnership with Phoenix Union for lifeguard training at Harmon Pool.

Ms. Aguilar gave an overview of the Rio Salado Embankment Erosion Control Project including the protection of the bikeway paths. Ms. Aguilar indicated that Flood Control District funding would most likely not be available.

Ms. Aguilar gave an overview of the Sunnyslope Area Capital Investments and provided some examples of what has been accomplished with other funding sources such as Parks and Preserve Initiative Funding and CDBG Funds.

Vice Chair Perez-Pawloski asked if the new playground was installed at the Sunnyslope Park or the Mountain View Park.

Ms. Aguilar stated that playgrounds were installed at Mountain View Park, Norton Park, and Winifred Green Park.

Ms. Aguilar gave an overview of a proposed new recreation center at Esteban Park along with the projected costs and the annual impacts to the budget.

Chair Wilcox asked if a smaller center was looked at to start in Phase 1.

Ms. Aguilar stated that the 4,000 square-foot center that was proposed would be a small neighborhood recreation center.

Chair Wilcox asked if this is similar to the 19th and Roeser location.

Ms. Aguilar confirmed.

Ms. Aguilar gave an overview of the proposed Grant Park Historic Bathhouse Renovation along with the projected costs and staffing and the annual impacts to the budget. Ms. Aguilar indicated that there could be opportunities for operating partnerships as an option to save on annual impacts.

Chair Wilcox stated that this is a historic building, and it cannot be taken down.

Ms. Aguilar stated she has confirmed with the Budget and Research Department that funding for Minor Capital Projects is an allowable use of GO bond funds. If a line were included in bond program, applications could be submitted by neighborhoods to request amenities to neighborhood parks, and that the Parks & Recreation Department would establish a process.

Ms. Aguilar gave an overview on Bikeway Capital Needs and noted that projects under review by the Street Transportation & Drainage Subcommittee also include bicycle-related improvements.

Member Hunt asked if the South Mountain roadway improvements could be included under the Streets Transportation & Drainage Committee.

Ms. Aguilar stated that the roadways within the South Mountain Park and Preserves are the responsibility of the Parks Department.

Ms. Erickson stated Street Transportation helps manage the roadway up to the entry of the park but pass the entrance point, Parks is responsible for servicing the park and its roads.

Chair Wilcox asked if this includes the 3rd Avenue bike path that comes from Rio Salado.

Ms. Erickson clarified that the Rio Salado bicycle and pedestrian bridge would utilize federal funds.

Member Spellman thanked staff for the bike path information and asked if there is an opportunity for someone in the Streets Department speak on details on the bikeway program included in their section of the bond program.

Chair Wilcox noted that members could attend Street Transportation & Drainage subcommittee meetings.

Member Spellman stated he believes there is a lot of connectivity between park facilities and bikeways, and it would be beneficial to understand how they connect.

Chair Wilcox stated Ms. Aguilar will look into an abbreviated presentation.

Member Burns asked what process would be to elevate the proposed Esteban Park and Recreation Center improvements from future capital needs to prioritized capital needs.

Chair Wilcox indicated that would be an item for the committee to consider.

Ms. Erickson confirmed that these projects could be considered in place of or in addition to the proposed prioritized projects, but that overall needs exceed available resources.

Vice Chair Perez-Pawloski asked for clarification on the Sunnyslope Capital Improvement projects, whether they were previous or future programs.

Ms. Aguilar stated that they were previous, except the Sunnyslope Youth Center improvements were ongoing this fiscal year.

Chair Wilcox opened the floor to public comment.

City Attorney Patricia Boland explained the rules for public comment.

Karina Dominguez spoke in support of Estrella Civic Space and Marivue splash pad.

Christian Sanich spoke in support of tennis and pickle ball courts in the Mountain View Park.

Chris Murphy spoke in support of fire stations, staffing, and firetrucks.

Dan Penton spoke in support of the Estrella Civic Space and the Laveen Area Conveyance Channel conveyance area.

Roy Dawson spoke in support of the Esteban Park Recreation Center Project.

Sandra Bassett, Phoenix Center of the Arts, spoke in support of repairs to the interior of the Phoenix Center of Arts facility.

Peter Lumianski spoke in support of building a Cold War monument at Steele Indian Steele Park.

Anita Theisen, Arizona Science Center, spoke in support of the proposal for the Arizona Science Center.

Suhani Patel spoke in support of the proposal for the Arizona Science Center.

Claudine Wessel spoke in support of the proposal for the Arizona Science Center.

Guy Labine, CEO of the Arizona Science Center, spoke in support of the proposal for the Arizona Science Center.

Charles Dar spoke in support of the addition of more skate park facilities.

Trent Martin spoke in support of the addition of more skate park facilities in central Phoenix.

Cyndy Gaughan, Phoenix Community Alliance, spoke in support of renovations for Margaret T Hance Park.

Channel Powe spoke in support of technology upgrades and accessibility to the South Phoenix Community Center.

Thomas Claiborn spoke in support of Esteban Park Recreation Center Project.

Budget and Research Deputy Director Chris Fazio gave an overview of the GO Bond project prioritization process.

Chair Wilcox noted that the new projects that the subcommittee reviewed totaled about \$6 million and asked what if any of the prioritized projects proposed by staff could be cut back to fit these projects in.

Ms. Aguilar stated that staff would review opportunities to reduce funding levels for the prioritized projects.

Chair Wilcox suggested staff consider a smaller recreation center at Esteban Park and will inquire regarding Maricopa County's ability to partner on Rio Salado improvements.

Member Kaasa requested clarification on the three new capital projects.

Chair Wilcox responded that the new projects considered were renovations to the historic bathhouse for \$1.6 million, minor capital improvements for \$500,000, and Esteban Park Recreation Center construction for \$4 million. Ms. Aguilar reviewed the requests.

Vice Chair Perez-Pawloski asked if the initial request was for \$109 million, not including the future projects and if the additional three projects totaling to \$6 million would increase that total.

Chair Wilcox stated that staff would review whether project costs could be reduced to avoid increasing the total.

Chair Wilcox requested a report covering new projects presented, prior to the next meeting, and would like to avoid increasing the \$109 million prioritized for the subcommittee

Ms. Erickson encouraged the subcommittee to view the Arts & Culture Subcommittee on Friday, September 16th at 9:00 a.m., where the Phoenix Center for the Arts project would be presented.

Vice Chair Perez-Pawloski suggested the subcommittee evaluate and rank each item by priority.

Chair Wilcox stated the survey would be disseminated after the next meeting with all information required.

Chair Wilcox announced the next meeting is scheduled for September 19th at 1:00 p.m.

Vice Chair Perez-Pawloski inquired about the evening Executive Committee meeting.

Staff responded that the meeting would be for public comment only and would receive comments related to all subcommittees.

Member Hunt asked if further requests outside of these meeting arise, what is the proper and legal way to request those.

Mr. Fazio stated requests should be shared with department staff or the subcommittee's staffing assistant.

5. ADJOURNMENT

Chair Wilcox adjourned the meeting at 3:04 p.m.



To: Parks and Recreation
GO Bond Subcommittee

Date: September 9, 2022

From: Cynthia Aguilar,
Parks and Recreation Director

Subject: REQUESTED INFORMATION FROM AUG. 29 MEETING

This memo provides follow-up information to the Parks and Recreation General Obligation (GO) Bond Subcommittee (Subcommittee) as requested at the Aug. 29, 2022 Subcommittee meeting.

During the August 29 meeting, the Department was asked to provide copies of operating agreements and an overview of responsibilities for three Parks and Recreation Department partner agencies.

Phoenix Center for the Arts Operating Agreement

Attachment A includes the Parks and Recreation Department's Operating Agreement with the Phoenix Center for the Arts. The agreement was entered into in November 2017 and expires in October 2027.

Maintenance and operation requirements for the City of Phoenix are listed on pages 6 to 8 and include items such as:

- Maintenance, repair, and replacement of common building fixtures, including but not limited to doors, windows, roofs, flooring and plumbing.
- Exterior landscaping service to surrounding grounds.
- Replace City-owned equipment as needed and as budget allows.

Maintenance and operation requirements for the Phoenix Center for the Arts are listed on pages 7 to 10 and include items such as:

- Maintenance, repair, and replacement of fixtures or equipment used specifically to operate an arts center, including but not limited to specialty lighting, theatrical fixed seating, green room furniture and equipment, and electrical upgrades.
- Manage, operate, and make repairs to the Center, including but not limited to repairs necessitated by normal wear and tear and/or repairs necessitated by programming.
- Maintain and cause improvements to the outdoor courtyard area.

Page 6, 8 and 9 of this attachment includes information on financial obligations for the Phoenix Center for the Arts and include the following:

- Pay \$0 rent to the City.
- Pay for all expenses and staffing related to its programs and events.
- Beginning July 1, 2017, reimburse the City 10 percent of actual monthly utility expenses; and annually thereafter, on July 1 increase reimbursement by an additional 10 percent each year up to a maximum of 100 percent.
- Hold fundraising events, rentals and projects to financially support the development of the Center and its programs.
- Be responsible for telephone and internet services within the facility.

Arizona Science Center Operating Agreement

Attachment B includes the Parks and Recreation Department's Operating Agreement with the Arizona Science Center. The agreement was entered into in October 2009 and expires in October 2056.

Pages 9 to 11 describe agreement maintenance, operation, and landscaping requirements for the Arizona Science Center which include items such as:

- Management and operation of premises including repairs necessitated by normal wear and tear.
- Maintenance and operation of the premises' interior and exterior exhibits.

Maintenance and operation requirements for the City of Phoenix are listed on pages 11 to 12 and include items such as:

- Maintain and repair the interior and exterior structure of the premises
- Maintain, repair and replace, if necessary, building fixtures, including but not limited to roofs, electrical distribution systems, concrete floors and plumbing.
- Maintain the grounds of Heritage Square and Science Park.

Financial obligations for the Arizona Science Center are listed on pages 2, 9 and 11 and include the following:

- Pay its occupancy fee of \$1.00 per year.
- Pay 50 percent of annual utilities.
- Receive and utilize the annual payment from The Arizona Museum Endowment Fund for the purposes of providing for preservation conservation and display of the Acquired Artifacts.
- Pay for power washing the pavement at 6th Street and Adams Street, annually.

U.S.S Phoenix Memorial Approved Concept

Attachment C includes images of the proposed U.S.S Phoenix Memorial site design and location concept at Steele Indian School Park. This design and location concept was approved by the Parks and Recreation Board on Oct. 23, 2008. The City of Phoenix does not have an existing agreement with the U.S.S Phoenix Commission.



City of Phoenix

146411

The

MANAGEMENT AND OPERATING AGREEMENT

Between

CITY OF PHOENIX

A municipal corporation

And

PHOENIX CENTER ARTS ASSOCIATION

An Arizona nonprofit corporation

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OPERATING AGREEMENT

This Operating Agreement (“Agreement”) is made and entered into by and between the City of Phoenix, a municipal corporation, hereinafter (“the City”), and the Phoenix Center Arts Association, an Arizona nonprofit corporation, hereinafter (“Operator”), having its place of business at the Phoenix Center for the Arts, hereinafter (“the Center”) located at 1202 North 3rd Street, Phoenix, Arizona 85004.

RECITALS

WHEREAS, the City desires to provide arts and cultural opportunities to its citizens in a manner that supports the mission of the Parks and Recreation Department hereinafter (“the Department”) and wishes to have the Center operated and managed by the Operator to fulfill the City’s desire to provide arts and cultural opportunities to its citizens; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Premises

The premises covered by this Agreement includes the east and west facilities of the Center, and its immediate grounds, located at 1202 North 3rd Street Phoenix, Arizona 85004 and located in the Margaret T. Hance Park, as shown on the **Attachment A** (the “Premises”).

2. Term of Agreement

- A. The term of this Agreement (the “Term”) shall be for 10 years commencing on November 1, 2017 and ending October 31, 2027.
- B. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1) reaching the end of the term exercised as set forth in 2 (A);
 - 2) termination pursuant to the provisions of this Agreement.

3. Use of Premises

- A. The Operator may occupy and use the Premises, or any part thereof, for study, creation and appreciation of art, history and culture with the usual and customary education, cultural, artistic, civic and private activities incidental thereto, including but not limited to festivals, exhibits, and special events promoting fine arts, history, music, dance, art, literature, drama, crafts, and humanities activities, hereinafter (“Permitted Use”) and for no other purpose without prior written consent of the City. Operator will provide the City of Phoenix citizens and visitors with a wide variety of educational and cultural experiences.

- B. The Operator shall provide a minimum of 40 hours per week of programming to suit the Center's class program schedules and activities to include special events, fundraisers, weekends, and holidays.
- C. The Operator shall clean up after operator-sponsored special events and outdoor activities.
- D. The Operator shall coordinate with the Department regarding the use of Center facilities.
- E. The Operator shall provide the City with calendar of events, activities, and programs expected to be held at the Premises.
- F. The Operator shall not engage in or permit any use or activity in or upon the Premises or any part thereof in violation of any applicable laws, statutes, rules, or regulations of any federal, state, or local governmental authority.

4. **Parking**

The Operator may have nonexclusive use of parking lots shown on Premises (**Attachment A**) for patrons of the Center, to include the legally required number of designated accessible handicapped parking spaces. For the purpose of this agreement nonexclusive use means the following:

- A. The parking lot, as shown in Attachment A, must be available to the general public at all times and cannot be solely utilized by the Operator unless approved by the City as part of a special event application.
- B. The parking lot may be completely unavailable due to scheduled and unscheduled maintenance work necessary for ADOT or the City to perform. The City will make all reasonable efforts to notify the Operator and communicate maintenance schedules with the Operator.
- C. The City will not compensate the Operator for loss of revenue caused by parking lot closures or restrictions.
- D. The City will not be responsible for securing alternative parking options during periods when the parking lot is unavailable.

The City will use its best efforts to minimize the impact of events that restrict or prohibit full or partial use of the parking lot. To do so the City will provide an annual tentative schedule of events and will notify the Operator of upcoming events in the park that will impact use of the parking lot within 60 days when possible. Use by the City shall be consistent with the Operator's activities. The City shall ensure that the parking lot surface and its lighting meets all applicable City Code requirements.

5. Assignment and Concessions

The Operator shall not assign its interest in this operating agreement, or any part thereof without prior written consent and approval of the Parks and Recreation Board.

6. Taxes

In addition to the other fees and charges to be paid by the Operator, the Operator shall pay before delinquent all taxes and assessments of every kind levied or assessed upon or against any and all personal property of the Operator, or of those claiming under the Operator which shall be or may become a lien upon the Premises or any building or improvement thereof as well as any excise tax imposed on the Operator.

7. Operating Expenses of Phoenix Center for the Arts

The Operator shall provide and pay for all expenses and staffing related to its programs and events, including classes, exhibits and fundraising, and assume responsibility for paid staffing and volunteers to operate the classes, activities, and other programming aspects of the premises.

The Operator shall pay for all expenses, including up to one-hundred percent (100%) of the utility costs for electric, water, and gas (as applicable) connected with the operation of the Phoenix Center for the Arts. Beginning July 1, 2017, the Operator will reimburse the City ten percent (10%) of the actual monthly utility expenses, and annually thereafter, on July 1 shall increase reimbursement to the City by an additional ten percent (10%) each year up to a maximum of one-hundred percent (100%). The Operator shall make its best effort to keep utility costs to a minimum and to practice conservation measures helpful toward that end.

The City will meet regularly with the Operator to communicate park activity schedules and plans for the Operator to plan accordingly. However, at no time, shall the City be obligated to compensate the Operator for any operational costs or loss of revenue, real or perceived, as a result of events, programs or activities that take place at Margaret T. Hance Park whether either produced or facilitated by the City.

8. Maintenance and Operation of Phoenix Center for the Arts

The parties hereto agree as follows:

- A. CITY OF PHOENIX SHALL:
 - 1. Provide a Department Liaison position to work with the Operator to facilitate communication regarding the City processes, facilities/site issues, programming review and partnership activities.
 - 2. Provide exterior landscape service to surrounding grounds.
 - 3. Maintain, repair, and replace if necessary at its own expense, on a continual basis as budget allows those common building furniture, fixtures and equipment:
 - a. Doors, windows,
 - b. Roofs,
 - c. Electrical distribution systems,
 - d. All floors and floors coverings,

- e. Heating, ventilating, and air conditioning systems,
- f. Automated energy management system,
- g. Plumbing system and restroom fixtures,
- h. Fire alarm systems,
- i. Interior lights, exterior city lights, and parking lot lights
- j. Irrigation sprinkler and drip systems,
- k. Exterior fencing and gates,
- l. Basic Interior security system,
- m. Internet and telephone connectivity to the buildings ONLY

Operator shall be responsible to maintain those fixtures or equipment that are used specifically to operate an arts center that provides arts and cultural opportunities to citizens. These items may include but not be limited to:

- a. Specialty lighting (gallery space or theatrical lighting, spotlights)
- b. Theatrical rigging, curtains, fixed seating, light or sound boards, catwalks
- c. Temperature controlled spaces that require specialized de-humidifiers, air conditioning, temperature control units, etc.
- d. Special drainage requirements or equipment (kilns, pottery wheels, jewelry making, printers, etc)
- e. Green room furniture and backstage equipment
- f. Electrical upgrades

Below is a summary of maintenance work order categories and response times:

Operator is required to submit work orders in a timely manner to department liaison.

- a. Emergency is defined as safety hazards/life threatening
 - Parks will respond with update to operator and complete the work within 24 hours. Examples: Air conditioning failure, , flooring, walk ways, plumbing – no working restroom.
 - b. Routine – defined as items that are non-emergency
 - Parks will meet weekly with Phoenix Center maintenance liaison to review routine work order requests and provide updates. Examples: repair of power outlet, tree trimming, clogged sinks, repair telephones.
4. Maintain inspection and treatment service of pests including termites and rodents.
 5. Provide exterior trash collection at designated areas.
 6. Maintain, repair and clean the parking lot located at the Premises.
 7. Pay for City's portion of the utility bills and trash collection bills as agreed in the utility payment plan.
 8. All structures and items attached to the structures will be owned by the City of Phoenix.
 9. Maintain exterior grounds of the facility.
 10. Promote the Center programs and activities as appropriate and as time and budget allow.
 11. Maintain, insure, and repair said Center and City-owned structures, except where damage is due to the Operator negligence or willful conduct.
 12. Replace City-owned equipment as needed and as budget allows. Replaced equipment shall remain the property of the City.

13. Coordinate a quarterly evaluation of the facility to be performed in partnership with the Operator.
14. Input alarm codes within 30 days. The Department will make every effort to work with the Public Works Department to expedite alarm codes to the Operator,
15. Approve cosmetic changes within 30 calendar days; approve structural changes within 60 calendar days– unless such changes require design, engineering, plans, plan review, and/or permits.

B. PHOENIX CENTER ARTS ASSOCIATION SHALL:

1. Assign experienced personnel and organizations to provide for successful operation and programming at the Center. The Operator is responsible to take steps to implement the appropriate action, if during the Agreement, any Operator's staff or volunteer's job performance or conduct is deemed unacceptable. The City will bring such issues to the attention of the Operator and work toward an acceptable resolution.
2. Staff the Premises during the operating hours with staff and volunteers.
3. Be responsible for the management and operation of the Center.
4. Maintain Non-profit status in compliance with the IRS (**Attachment C**).
5. Maintain compliance with the Arizona Corporation Commission (**Attachment B**).
6. Maintain compliance with all rules, regulation, permits and licenses as they relate to the concession of the City of Phoenix Class 5 Governmental Liquor License.
7. Manage the class registration and associated programming open to the public.
8. Provide City information to Center visitors including maps, brochures, and other promotional materials provided by City Departments.
9. Manage, operate, and make repairs to the Center including not limited to repairs necessitated by normal wear and tear and/or repairs necessitated by programming. The Operator will be required to obtain the Department's approval prior to making any repairs and/or replacement of smaller items. The City will review and approve a paint palette that the Operator can utilize for painting within 30 calendar days of signing this Agreement.
10. Maintain the Center and be responsible for daily interior janitorial services of all office space occupied by the Operator or its partnering organizations including the public reception area.
11. Maintain the outdoor courtyard area including daily cleaning, trash pickup, repairs and cosmetic upgrades. Any upgrades or improvements require the Department's approval.
12. Maintain interior trash collection. Collect and dispose of any trash produced by the activities and daily operations in and around the Center.
13. Be responsible for special projects and private events as applicable.
14. Be responsible for cleaning exterior of the Premises after Operator sponsored/hosted special events and/or outdoor activities.
15. Follow all Hance Park Special Event Reservation processes and pay applicable fees.
16. Provide all equipment necessary for special events to include but not limited to staging, tents, tables, and chairs.
17. Hold fundraising events, rentals, and projects to financially support the development of the Center and its programs.
18. Develop organization and programs, projects, exhibits, and events to support the purpose of the Center as time and resources allow.

19. On an annual basis, prepare and maintain financial reports, pursuant to generally accepted accounting standards, which will be submitted to the City on the date of this Agreement's execution each year.
20. Provide a Liaison to work with the City to facilitate communication regarding the City processes, facilities/site issues, programming review and partnership activities.
21. Maintain access and use of the City's equipment remaining on site on the Premises, to carry out the Center's mission. This equipment shall remain the property of the City.
22. Maintain and manage the Operator's website, and link to the Department's web page as mutually agreeable.
23. Be responsible for any damages caused by the Operator or its agents.
24. Be responsible for telephone and internet services within the facility including all long-distance telephone charges.
25. Ensure that Center staff and volunteers comply with required background screening requirements (**see Attachment E**).
26. Ensure that alarm codes are used only by current personnel authorized to use each code and are not given out or shared with others. Attend mandatory alarm training; set and monitor alarm system on a daily basis; provide first response to alarms; and report alarms deactivated inactive personnel from the system and alarm maintenance issues to Department Liaison in a timely manner. The Operator shall pay for false alarm fees, including police responses in excess of two false alarm responses annually unless false alarm is caused by City staff.
27. The Operator will seek and pursue capital improvement opportunities if available in cooperation with the City and consistent with the purposes and intent of the Premises.
 - a. The Operator shall cause improvements to the courtyard which shall include but not be limited to new surfacing, new lighting, drainage improvements, and landscape improvements.
 - b. The Operator shall paint the exterior doors and handrails.
 1. The Operator shall obtain all required permits and will coordinate with the Parks and Recreation Department, Historic Preservation Office, the Planning and Development Department and any other appropriate City department(s) to accomplish these improvements.
 2. These improvements shall be accomplished at the sole cost of the Operator for both the initial development and construction, and any costs to maintain these improvements.
 3. These improvements will be completed within one (1) year of the execution of this Agreement.
28. Ensure that all duplication of keys to the Premises is authorized by the Department.
29. Submit required reports and documentation in compliance with Reporting Requirements (**Attachment F**).
30. The Operator will make the Center available to the City for city functions as needed. The City will coordinate with the Operator to ensure times do not interfere with other activities, as scheduled with the Operator.
31. Ensure programming remains in compliance with the American Disability Act (ADA) subject to occupying an ADA compliant facility.

32. Secure the Department's written approval prior to making structural or cosmetic changes. The Operator must submit written request a minimum of 30 days prior to commencing any cosmetic changes and 60 days for structural changes.

33. Work with the Department's Liaison to maintain the City's compliance with the Arizona Department of Transportation Hance Park Agreements.

C. ACCESS

City shall have the right to enter and inspect the Premises during normal working hours and for emergencies after hours as needed.

D. PERSONAL PROPERTY

1. Personal property belonging to the City which is on the Premises at the commencement of the term of this Agreement shall remain the property of the City and shall remain on site at the Premises.

2. Personal property of the Operator may be placed on the Premises by the Operator so long as it is not physically attached to or becomes a fixture to the Premises without approval of the Department, it shall remain the property of the Operator and may be removed by the Operator at any time or upon expiration or the termination of this Agreement. Personal property cannot be placed on the roof top of any building/structure without consent from the City.

E. PERMITTED CHARGES

1. The Operator may permit other nonprofit corporations that study, create, or promote the appreciation of visual and performing arts to occupy space in the Center on a temporary or long-term basis in return for an occupancy fee. The potential nonprofit corporations and occupancy fee is subject to the Parks and Recreation Director's approval. The Operator will need to submit a proposal for review and approval within 30 days of occupancy. The Operator must use the occupancy fees collected to defray the costs and expenses of operating the Center. The department will not unreasonably deny tenant requests that support the PRD's mission and/or the Center's mission.

2. The Operator shall have the right to impose reasonable charges for the use now or hereafter of any facilities on the Premises by any organization or person. The Operator shall retain such proceeds only for use by the Operator for expenses relating to the Permitted Use and the City shall have no right, title, claim, or interest in such proceeds.

3. The City shall not derive income or be permitted to rent out the Premises to other entities while this Agreement is in place with the Operator except where otherwise scheduled in this Agreement.

F. NAMING RIGHTS

Should the Operator wish to rename the Phoenix Center for the Arts and/or all existing spaces or components, it must submit and receive approval of the City and/or the Phoenix Parks and Recreation Board within 60 days upon written notice to the City's Parks and Recreation Department Director.

G. INDEMNIFICATION CLAUSE

The Operator (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Operator or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Operator to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Operator from and against any and all Claims. The Operator will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, the Operator waives all rights of subrogation against Indemnitee for losses arising from the work performed by the Operator for the City. The obligations of the Operator under this provision survive the termination or expiration of this Contract.

H. INSURANCE REQUIREMENTS

The Operator and its subcontractors shall procure and maintain, until all of their contractual obligations have been discharged, including any maintenance and warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, employees or subcontractors.

The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Operator from liabilities that might arise out of the performance of the work under this contract by the Operator, its agents, representatives, employees or subcontractors and the Operator is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope and Limits of Insurance:

The Operator shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$1,000,000
Liquor Liability	\$1,000,000

The Operator will provide the City with a certificate of insurance evidencing the limits listed above and indicating that the City is insured under the Operator’s policy. The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Operator”.

b. Automobile Liability

Bodily injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The Operator will provide the City with a certificate of insurance evidencing the limits listed above and indicating that the City is insured under the Operator’s policy. The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Operator, including automobiles owned, leased, hired or borrowed by the Operator.

c. Worker’s Compensation and Employer’s Liability

Workers Compensation – Statutory	
Employer’s Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

The Operator will provide the City with a certificate of insurance evidencing the limits listed above and indicating that the City is insured under the Operator’s policy.

Policy must contain a waiver of subrogation against the City of Phoenix. This requirement does not apply when the Operator or subcontractor is exempt under A.R.S. 23-901, **AND** when the Operator or subcontractor executes the appropriate sole proprietor waiver form.

I. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Operator even if those limits of liability are in excess of those required by this Contract.
2. The Operator's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

J. WORKING WITH CHILDREN AND PERSONS WITH DISABILITIES

Many professional services involve working with or caring for children or physically or developmentally disabled people. When children or people with disabilities are in the care, custody, or control of the operator it creates an additional risk of liability for the City because of the severe and sensitive nature of the possible allegations of wrong-doing. When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, operators whose services include working with and/or caring for children and disabled persons are required to have their policies specifically endorsed to include this coverage.

K. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Contract, the Operator must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to **City of Phoenix, Parks and Recreation Department, 16th Floor, Phoenix, AZ 85003, 602-722-2272 (Fax number)**.

L. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Operator from potential insurer insolvency.

M. VERIFICATION OF COVERAGE

The Operator must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **(City of Phoenix, Parks and Recreation Department, 16th Floor, Phoenix, AZ 85003, 602-722-2272 Fax Number)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

N. SUBCONTRACTORS

The Operators' certificate(s) must include all subcontractors as additional insureds under its policies **or** the Operator must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

O. APPROVAL

Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

9. **Property Loss**

If the buildings or other improvements constituting the premises are destroyed or damaged by fire or other casualty so that they are no longer of use, then this Agreement shall be terminated. If the damages to the buildings or other improvements are capable of being repaired, all such repairs shall be paid by the City to the extent of its fire insurance coverage.

10. **Alterations**

A. The Operator shall make no alterations or improvements on the Premises without having first obtained written permission from the City.

B. The Operator shall make no alterations or improvements to the operational, HVAC, mechanical and fire suppression systems without prior written having first gained written permission from the City. Minor, routine, non-structural modification of space by the Operator is permissible after informing the City, provided it is done in accordance with all local ordinances, codes, and regulations covering such modifications including, but not limited to, the Americans with Disabilities Act (ADA). Any alteration or improvement commences by the Operator shall be completed expeditiously and in compliance with all laws, rules, and regulations or any governmental authorities having jurisdiction over the Premises.

C. The Premises shall be kept free and clear from any and all mechanics' and materialmen's liens, claims, and charges. The Operator shall indemnify and hold the City harmless from any and all cost, expenses, claims, liens, or demands, including reasonable attorney's fees, arising

out of or by virtue of any nonpayment of the payments to be made by the Operator for the cost and expenses of such alterations and improvements.

D. This operating Agreement and the respective interest of the City and the Operator hereunder shall not be subordinated or subject to any encumbrances which may be required for any loans obtained by the Operator to finance the costs and expenses of the Operator under this paragraph.

11. Surrender

Upon the expiration of this operating Agreement, or upon its earlier termination, the Operator shall immediately surrender peaceable possession of the Premises and all buildings and permanently affixed improvements then located thereon, in good condition and repair, normal wear and tear accepted, which permanently affixed improvements shall thereupon be and become the property of the City.

12. Default

A. If the Operator is at any time in default hereunder for a period greater than thirty (30) days after the Operator's receipt of notice from the City wherein the City shall have demanded in writing to the Operator that such default be cured, then in any such event, the City may, at its option:

1. Terminate this operating Agreement without further notice such termination to the Operator and re-enter the Premises and exercise in connection with such re-entry any other right or remedy provided by law regarding such re-entry; or
2. At the Operator's cost, undertake to remedy or complete the Operator's obligation that is in default whereupon the Operator shall reimburse the City, within ten (10) days of the Operator's receipt of a written demand therefor, all costs expended in regard thereto by the City with interest thereon at the rate of 10% per annum from the date of expenditure until fully paid; or
3. Pursue such other legal (except for any costs, damages or expenses in any way relating to the Bonds (as defined below) and/or equitable remedies as are available to the City (the foregoing remedies being cumulative and not exclusive).

B. If the City is at any time in default hereunder for a period greater than thirty (30) days after the City's receipt of notice from the Operator wherein the Operator shall have demanded in writing to the City that such default be cured (provided, however, that in the event of an emergency or other life or property damaging situation immediate telephonic notice shall be sufficient). The Operator at its option, may:

1. Terminate this operating Agreement without further notice of such termination to the City; or

2. Pursue such other legal and/or equitable remedies as are available to the Operator (the foregoing remedies being cumulative and not exclusive).

13. Insolvency

In addition to any other rights or remedies of the City hereunder and except as provided in the Bankruptcy Code, if the Operator shall at any time during the Term, voluntarily or involuntarily, sign over Operator's estate or effected for any payment of its debts, or if any sheriff, marshall, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment and the same is not released within sixty (60) days thereafter, or if receiver or trustee is appointed of the Operator's property, or in the event the Operator shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Code, then and in such event, this operating Agreement shall be terminated at the option of the City, effective the day prior to any such action or filling. In addition, any such event shall be deemed an event of default hereunder entitling the City to terminate this operating Agreement without further notice of termination.

14. Legal Expenses

In the event of any suit instituted by either the City or the Operator against the other in any way connected with this operating Agreement or for the recovery of fees or possession of the Premises, the successful party to any such action (whether or not prosecuted to judgement), as determined by the court shall recover from the other party the reasonable attorney's fees, as determined by the court, and court costs of the successful party in connection with such suit.

15. Access by the City

The City shall have the right to enter the Premises at any time and shall have access to the Premises in order for the City to fulfill any of its obligations under this operating Agreement provided, however, that:

1. The City shall use its best effort to minimize any interference with the Operator's use of the Premises; and
2. The City and the Operator shall use their best efforts to schedule all major renovations of the Premises at a mutually convenient time.

16. Time

Time is of the essence of this operating Agreement and of every covenant, term, and condition contained herein.

17. Notices

Any notice, consent, or other communication ("Notice") required or permitted under this Agreement will be in writing and either: 1) delivered in person; 2) sent via email, return receipt requested; 3) sent via facsimile transmission; 4) deposited with any commercial air courier or express delivery services; or 5) deposited in the United States mail, postage prepaid to the parties as follows:

CITY OF PHOENIX
PARKS AND RECREATION DEPT.
ATTN: DIRECTOR
200 WEST WASHINGTON ST.
16TH FLOOR
PHOENIX, ARIZONA 85003

PHOENIX CENTER ARTS ASSOCIATION
OPERATOR
ATTN: DIRECTOR
1202 NORTH 3RD STREET
PHOENIX, ARIZONA 85004

All notices shall be effective upon receipt.

18. Maintenance of 501(c)(3) Status

The Operator warrants that it presently is an exempt organization pursuant to Section 501(c)(3), Internal Revenue Code, as amended (the "Code") and that it has not engaged in any prohibited transaction which would cause it to be denied such exemption under Sections 503 and 504 of the Code. The Operator further agrees that its ability to occupy the Premises is expressly and absolutely conditioned upon its maintenance of such exempt status, and that the loss of such status shall forthwith terminate this operating agreement, and that Operator shall vacate the Premises within 90 days following the conclusion (or abandonment by the Operator) of any action or actions determining that such exempt status has been lost.

STANDARD TERMS AND CONDITIONS

19. Non-discrimination

The Operator, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Operator will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Operator further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement, and that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by the Operator. If the Operator employs more than 35 employees, the Operator further agrees not

to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

20. Legal Workers Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding this agreement to the Operator if they fail, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the Operator agrees that:

A. The Operator and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

B. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

C. The City retains the legal right to inspect the papers of the Operator or subcontractor employee(s) who work(s) on this Agreement to ensure that the Operator or subcontractor is complying with the warranty under paragraph A.

21. Condition Precedent to Effectiveness

This Agreement shall not be effective or binding upon the City or the Operator until:

- a) This Agreement and the transaction embodied herein are approved, in writing, by the City of Phoenix Parks and Recreation Board and the Operator's board of directors; and
- b) This Agreement is executed by authorized officers of the City and the Operator.

22. Conflict of Interest and Agreement Cancellation

All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

23. Waiver of Claims for Anticipated Profits

The Operator waives any claims against the City and its officers, officials, agents, and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

No waiver of any breach of any of the covenants or conditions of this Agreement that are to be performed by either party will be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

24. Entire Agreement: Changes after Execution

This Agreement and **Attachment A** (the "Premises") attached hereto constitutes the entire agreement between the parties with regard to Operator's operation of the Premises. No subsequent alteration, amendment, change, or addition to this operating Agreement shall be binding upon the City or the Operator must be in writing, signed, and executed by both parties.

25. Implied Agreement Terms

Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

26. Agreement Order of Precedence

In the event of a conflict in the provisions of the Agreement, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- a. Special Terms and Conditions
- b. Standard Terms and Conditions
- c. Statement or Scope of Work
- d. Specifications
- e. Attachments
- f. Instructions to Operators
- g. Other documents references or included in the Request for Proposal

27. Authorized Changes

The City and the Operator may, at any time, mutually agree to make changes in anyone or more of the following:

- a. Specifications
- b. Implementation schedule

If the change causes an increase or decrease in the time required for performance, an equitable adjustment may be made to the Operating Agreement. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change.

28. Applicable Law

The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

29. Severability

If any provisions of this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

30. Compliance with Laws

The Operator must comply with all applicable federal, state, county, and City laws, ordinances, and regulations governing this activity at its own cost.

The Operator must immediately notify City of any inspection, audit, or review by any regulatory authority or records procedure of consultant or its subcontractors and provide City with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.

31. Non-Waiver of Liability

The City of Phoenix, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, the Operator agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

32. Employment Disclaimer

The Operator agrees that no person supplied by it in performance of the Agreement is an employee of City and further agrees that no rights of City's Civil Service, Retirement, or Personnel Rules accrue to any such person(s). Any contracting party shall have total responsibility for all salaries, wages, bonuses, retirements, withholdings, worker's compensation and occupational disease compensation insurance, unemployment compensation other benefits, and taxes and premiums appurtenant thereto concerning such persons provided by such consultants in performance of the Agreement and shall save and hold City harmless with respect thereto.

33. Appropriations Clause

Any provision or clause of this Agreement, or in any exhibit attached hereto, which purports to obligate the City to extend any funds, shall be subject to such funds having been appropriated by the City of Phoenix City Council in the annual budget process of the City, and no obligation or undertaking of the City set forth in this Agreement involving the expenditure of funds shall constitute a legal obligation of the City in the absence of a lawful appropriation thereof.

34. Use of Liquor License

All costs associated with liquor license no. 05073038 and annual renewals there of shall be the City of Phoenix's responsibility as owner of the liquor license.

35. Invoicing Utilities

Invoices will be mailed to the Operator on a monthly basis reflecting ten percent (10%) of the actual monthly utility expenses, and annually thereafter, on July 1 shall increase reimbursement to the City by an additional ten percent (10%) each year up to a maximum of one-hundred percent (100%). All invoices must be paid within 45 days of the date listed on the invoice.

36. Continuation During Disputes

A. Operator agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible infer the terms of this Agreement each party will continue to perform the obligations not related to the dispute, unless enjoined or prohibited by a court of competent jurisdiction.

B. Failure or delay by either party to exercise any right, power, or privilege specifies in or appurtenant to this Agreement will not be deemed a waiver.

37. Third Party Beneficiary Clause

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

38. No Israel Boycott

By entering into this Agreement, the Operator/Consultant certifies that they are not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

39. Lawful Presence Requirement

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine.

40. Discrimination Prohibited

The Operator agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The Concessionaire shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Concessionaire further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. If Concessionaire employs more than 35 employees, Concessionaire further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

41. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement, or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

The following signatures are in agreement and understanding of the aforementioned items and are required for a binding Agreement.

IN WITNESS WHEREOF,

This Agreement has been made as of the effective date.

**PHOENIX CENTER ARTS ASSOCIATION
OPERATOR**
an Arizona nonprofit Corporation

**CITY OF PHOENIX PARKS AND RECREATION
DEPARTMENT**

By (signature): [Signature]

By (signature): [Signature]

Name (printed): Joseph Benesh

Name (printed): Inger Erickson

Title: Director

Title: Director of Parks and Recreation

Date: 10/19/17

Date: 10/24/17

Approved as to Form:

Attest:

ACTING [Signature]
City Attorney

[Signature]
City Clerk



2017 NOV 22 PM 3:31
CITY CLERK DEPT.

Attachment A
Premises
(Image layout of the building and parking lot)



The North Building, depicted in the red box, is not part of this Agreement.

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ted Vogt, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****PHOENIX CENTER FOR THE ARTS, INC.*****

a domestic nonprofit corporation organized under the laws of the State of Arizona, did incorporate on June 17 1993.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Nonprofit Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-3122, 10-3123, 10-3125, & 10-11622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 19th day of October, 2017, A. D.





Ted Vogt, Executive Director

By: _____ 1755847

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 29 1999

PHOENIX CENTER ASSOCIATION
C/O IRENE STILLWELL
1202 N 3RD ST
PHOENIX, AZ 85004-1812

Employer Identification Number:
86-0712649
DLN:
17053325731048
Contact Person:
D. A. DOWNING ID# 31505
Contact Telephone Number:
(877) 829-5500
Addendum Applies:
Yes

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are described in section 509(a)(2).

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated See addendum.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

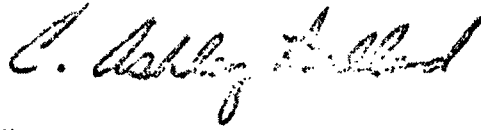
Because this letter could help resolve any questions about your private foundation status, you should keep it in your permanent records.

Letter 1078 (DO/CG)

PHOENIX CENTER ASSOCIATION

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "C. Ashley".

District Director

Enclosure:
Addendum

ATTACHMENT D

DEFINITIONS OF KEY WORDS USED IN THE MANAGEMENT AND OPERATING AGREEMENT

A.D.A.: Americans with Disabilities Act.

A.R.S.: Arizona Revised Statute.

Authorized Representative: The individual representing the proposer who has the authority to contractually bind the proposer, and who will serve as the single point of contact during the period of the RFP.

Contract/Agreement: The legal contract or agreement executed between the City and the Operator.

Operator: The Phoenix Center Arts Association Operator. The Operator is an individual, partnership, company, corporation or entity that, as a result of the competitive process, is awarded a contract by the City.

Days: Calendar days unless otherwise specified.

Department Liaison: The contact for the City of Phoenix, Parks and Recreation Department.

May: Something that is not mandatory but permissible.

Offer: Bid, proposal, or quotation.

Operator Liaison: The contact person for the Operator of the Agreement.

Premises: The location of the Phoenix Center for the Arts located at 1202 North 3rd Street in Phoenix, Arizona 85004.

Quarterly Reports: Reports that need to be completed by the Operator and submitted to the City of Phoenix, Parks and Recreation Department.

Shall, Will, Must: Something that is a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the offer without the information.

Subcontractors: An organization and/or individual that sub leases space from the Operator.

Term: The length of the Agreement/Contract.

501(c)(3): A 501(c)(3) or 501c3 organization, also colloquially known as a 501c3, is a **United States** nonprofit organization that has been approved by the **Internal Revenue Service** to be tax-exempt under the terms of section 501(c)(3) of the **Internal Revenue Code**.

Attachment E
Background Screening Requirements

1. Background Screening Requirements and Criteria

Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is **Maximum Risk**.

a. **Maximum Risk and Background Screening (“Maximum Risk”)**

A maximum risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker’s proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-27.

2. Contractor Certification; City Approval of Maximum Risk Background Screening

By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, Contractor shall furnish to **City of Phoenix, Parks and Recreation Department** for the City’s review and approval such Background Screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of the subject Contract Worker’s Maximum Risk Background Screening. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without City’s prior written approval.

Attachment F

**Non-Profit Facility Operators
Quarterly Report**

Period: _____ to _____, 20__

Facility Name: _____ Non-Profit Organization: _____

Submitted by: _____ Date: _____

Statistical Data

	Total number of participants for the quarter	Average amount of time spent with each participant	Total hours of services provided	Total number of volunteers utilized	Total volunteer hours contributed	Value of volunteer service	Number of programs offered during the quarter
Total							

Income/Revenue

Donations & Sponsorships	Membership Fees	Program Revenue	Grant Funds	Fundraising Events	Other	Total Revenue

Expenses

Program Services	General Administration	Fundraising	Total Expenses

127032

OPERATING AGREEMENT FOR THE ARIZONA SCIENCE CENTER

Between

**CITY OF PHOENIX
a municipal corporation**

and

**ARIZONA SCIENCE CENTER
an Arizona nonprofit corporation**

Dated as of: October 8, 2009

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**OPERATING AGREEMENT
FOR
THE ARIZONA SCIENCE CENTER**

THIS OPERATING AGREEMENT FOR THE ARIZONA SCIENCE CENTER is made and entered into as of this 8th day of October, 2009 (the "Agreement") by and between the City of Phoenix, a municipal corporation organized and existing under the laws of the State of Arizona ("City") and the Arizona Science Center, an Arizona nonprofit corporation ("Science Center").

RECITALS

A. On or about January 1, 1996, City entered into an operating agreement ("HM Operating Agreement") with the Phoenix Museum of History ("History Museum"), wherein the City agreed to allow the History Museum to use the building within Heritage and Science Park, located at 105 N. 5th Street (the "HM Premises") as reflected on Exhibit "A" hereto for the purpose of furnishing to the City and the public a history museum with the usual and customary educational, cultural, artistic, civic and limited private activities incidental thereto.

B. As of August 13, 1996, City also entered into an operating agreement with Science Center (the "SC Operating Agreement"), wherein City agreed to allow Science Center to use the building and land within Heritage and Science Park, located at 600 East Washington Street (the "SC Premises") as reflected in the shaded grey area on the map attached as Exhibit "B" for the purpose of furnishing to City and the public a science center with the usual and customary education, cultural, artistic, civic and limited private activities incidental thereto.

C. As of June 30, 2009, History Museum closed its doors to the public and surrendered the HM Premises to the City, the HM Operating Agreement has been terminated and effective October 8, 2009 History Museum has assigned, and the Science Center has purchased, substantially all of the assets of the History Museum.

D. Until the Effective Date (as hereinafter defined), Science Center continues to operate under the SC Operating Agreement as amended and now desires to enter into this Agreement, which will set aside and replace in its entirety the SC Operating Agreement and shall provide for the Science Center's use of the HM Premises and the SC Premises (collectively, the "Premises") as more particularly described on Exhibit "C" for the purpose of furnishing to City and the public both a history museum and science center with the usual and customary education, cultural, artistic, civic and limited private activities incidental thereto (such as fundraising).

E. City desires to preserve the public's access to view the artifacts acquired by Science Center from History Museum and, as described more fully herein, subject to the terms and provisions hereof, Science Center has agreed to preserve such access in an expanded operation of the Science Center that includes the HM Premises.

F. Subject to the terms and conditions set forth below, City has agreed to enter into this new operating agreement with the Science Center for the use of both the HM Premises and the SC Premises (collectively, the "Premises").

AGREEMENT

In consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Term.

The term of this Agreement (the "Term") shall be for forty-seven (47) years, commencing at 12:01 a.m. MST on October 8, 2009 (the "Effective Date") and ending 11:59 p.m. MST the day at close of business on October 7, 2056.

2. Premises.

As of the Effective Date, the City hereby provides the Premises for the use by the Science Center in accordance with Paragraph 4 below.

3. Occupancy Fee.

(a) Science Center shall pay as its occupancy fee for the Term the amount of One Dollar (\$1.00) per year (the "Fee") and other valuable consideration as set forth in this Agreement.

(b) Science Center has paid the Fee for the Term contemporaneously with City's execution of this Agreement, the receipt of which is hereby acknowledged.

4. Use of Premises.

From and after the Effective Date, Science Center shall occupy and use the Premises solely for the purpose of furnishing to City and the public a science center and a history museum, for the presentation, hosting, maintenance and storage of science and history related content and exhibits, provided that, Science Center and City agree that at least 5400 square feet of the Premises (the "5400 Covenant") will be used for the presentation, exhibition, and hosting of artifacts and exhibits related to the cultural and historical development of the City of Phoenix and, in addition thereto, the surrounding region, all in accordance with the terms and provisions of this Agreement, and the usual and customary educational, artistic, civic and private activities incidental thereto (e.g., Science Center fundraising, which, for avoidance of doubt, may include

fundraising for science and/or history-related content and activities of the Science Center) (the "Permitted Use"), and for no other purpose without the prior written consent of City, which consent will not be withheld so long as such other purpose does not violate the private activity bond test in Paragraph 30 (the "Bond Test"). Notwithstanding the foregoing, the parties agree that Science Center shall not be deemed to have breached the 5400 Covenant if commencing on the Effective Date and for no more than twelve (12) months thereafter (the "Start Up Period"), Science Center closes the HM Premises to the public for the purpose of inventorying the artifacts acquired from the History Museum, updating and improving the HM Premises and developing history related exhibits consistent with the requirements of this Paragraph 4. Upon expiration of the Startup Period, the parties also acknowledge and agree that if the transition of history related artifacts or exhibits, or remodeling of the Premises results in a deviation from the 5400 Covenant, such deviation shall not be deemed a material breach of the 5400 Covenant if it does not exceed sixty (60) days during any three month period. Science Center shall not engage in or permit any use or activity in or upon the Premises, or any part thereof in violation of any applicable laws, statutes, rules or regulations of any federal, State, or local governmental authority. The City acknowledges and agrees that any failure to satisfy the 5400 Covenant set forth above from time to time shall not be an event of default hereunder so long as (i) it is the result of damage to or closure of all or a portion of the exhibit area or Premises due to an event outside the reasonable control of Science Center and (ii) if commercially reasonable, Science Center commences the necessary repairs or remediation within thirty (30) days thereafter and diligently pursues such repairs or remediation to completion. In the event of any alleged breach of the foregoing covenant, the City shall provide Science Center written notice specifying the nature of the alleged breach.

5. Common Area Parking.

(a) City will make every reasonable effort, through its Phoenix Convention Center Department ("PCCD"), to manage daily parking operations at its parking garages and surface parking areas in a manner that enhances and assists the operation of the Premises and the other public facilities, including the Heritage and Science Park, and recognizes and provides for the comfort and convenience of their respective patrons, volunteers and staff within market constraints. Science Center agrees to see that its patrons, volunteers and staff follow the terms and conditions of this Paragraph 5 and make use of the parking programs as PCCD has designed them and make no attempts to alter the programs.

(b) During the Term, City shall make non-reserved parking available to Science Center its patrons, volunteers and staff in the City's Heritage Garage located at 123 North Fifth Street and the City's Convention Center East Garage ("East Garage") located at 601 East Washington Street. City, in its sole discretion, may designate different facilities for parking, upon sixty (60) days prior written notice to Science Center.

(c) City agrees to issue up to eighty-five (85) full-time monthly parking access cards for unreserved parking for Science Center staff at the City's East Garage. City shall charge Science Center's full-time staff the prevailing monthly parking rate offered to City of Phoenix employees parking in its East Garage. PCCD's parking contractor shall issue the monthly parking access cards. Science Center agrees not to impose any administrative fees or additional mark-ups on these cards. For purposes of this Paragraph 5, "full-time parking " means Science Center staff utilizing garage parking twenty-five (25) hours or more per week.

(d) City agrees to issue up to one hundred (100) part-time monthly cards for unreserved parking for Science Center staff at the City's East Garage. City shall charge Science Center's part-time staff an amount equal to half the prevailing monthly parking rate offered to City employees parking in its East Garage. PCCD's parking contractor shall issue the monthly parking access cards. Science Center agrees not to impose any administrative fees or additional mark-ups on these cards. For purposes of this Paragraph 5, "part-time parking " means Science Center staff utilizing garage parking less than twenty-five (25) hours per week. The parties agree that any full time staff of Science Center discovered to be using part-time monthly access cards will lose their ability to participate in the City's parking programs provided in this Paragraph 5.

(e) Science Center may provide visitor parking through the use of validation stamp parking at the Heritage Garage. Subject to the City's ability, in its sole discretion, to provide staff or equipment to allow patrons to pay upon exiting the East Garage, validations may be honored at East Garage when Science Center is open for business. The parties agree validation stamp parking will allow visitors to receive discounted parking rates, as outlined below, with a validated parking ticket. City agrees that one validation stamp will be honored per parking ticket/visitation and may not be used in conjunction with any other discount offers. Science Center will issue a validation ink stamp imprint at time of entry ticket purchase or upon visitor's presentation of a wrist band showing evidence of an entry ticket purchase. Each visitor validation ink stamp issued will read "ARIZONA SCIENCE CENTER-Discount Validation Visitor Parking".

(i) Validation ink stamps will be issued and managed by the PCCD and may be used solely for Science Center patrons including weekend and after-hour events. Validation ink stamps may not be duplicated by Science Center. Science Center shall pay PCCD for the cost of each validation ink stamp issued to Science Center. Science Center shall be responsible for safeguarding the validation ink stamps and are required to report any lost or stolen validation ink stamps to PCCD. Science Center will incur all expenses associated with the replacement of such validation ink stamps. Payment will be due to PCCD's parking contractor upon delivery of each of the validation ink stamps.

(ii) PCCD will not impose any additional cost for Science Center's participation in the validation stamp parking program other than the initial cost of producing the validation stamps. Science Center agrees not to impose administrative fees or additional markups on the validation ink stamps.

(iii) Science Center agrees to inform its staff of the terms and conditions agreed upon for the utilization of validation ink stamps. Science Center agrees to be responsible for maintaining and updating any advertisement or written materials to insure that staff and patrons are provided correct parking rates and information as provided by the PCCD. The parties agree that inappropriate use of validation ink stamps will result in the loss of parking privileges. Science Center staff utilizing validation ink stamps will lose their parking privileges.

(iv) Science Center agrees and acknowledges that all validation rates under this Agreement are subject to increase annually by the City on each anniversary of the Effective Date and PCCD reserves the right to increase hourly and validation rates accordingly.

Visitor Validation Parking Rates

0-1 Hour	= Free
1-2 Hours	= \$1.00
2-3 Hours	= \$3.00
3-4 Hours	= \$5.00
4 + Hours	= \$8.00

(f) Science Center may provide volunteer parking through the use of validation stamp parking at the Heritage Garage. The parties agree that validation stamp parking will allow volunteers to receive parking rates, as outlined below, with a validated parking ticket. A volunteer is defined as an unpaid staff person who performs or provides service to Science Center of their own free will and without compensation. For purposes of this Agreement, a "volunteer" is a person designated by the Science Center to provide volunteer services to the Science Center on a regular basis and is identified as a volunteer on the quarterly list provided by the Science Center to PCCD. Persons who volunteer to provide services to the Science Center solely for special events or activities but are not otherwise retained by Science Center on a regular basis are not deemed "volunteers" for purposes of this Paragraph 5.

(i) Each volunteer validation ink stamp issued will read "ARIZONA SCIENCE CENTER- Discount Validation Volunteer Parking".

(ii) Parking for volunteers of Science Center will be charged at the flat rate of \$2.00 per pass per day, which does not include in-and-out parking privileges. Science Center is required to provide a list of active volunteers to the PCCD's parking contractor on a quarterly basis.

(iii) In Science Center's discretion, Science Center may authorize PCCD in writing to bill the cost of volunteer parking as set forth above directly to Science Center at no cost to Science Center volunteers. In this case, Science Center will be invoiced by City for these charges on a monthly basis.

(g) Subject to the terms and conditions set forth below, City agrees to provide Science Center board members with parking at the Heritage Garage without charge. PCCD's parking contractor will provide each board member with one laminated parking pass which identifies the individual as a board member.

(i) Each board member shall present the parking pass upon entry into or exit out of the garage, depending on traffic flow. The parking pass will not be collected by the parking contractor and will remain in the possession of the Science Center board member. City agrees to be responsible for printing the parking passes, verifying the barcodes, and distributing the passes to Science Center. Science Center shall be responsible for the delivery of the parking passes to its board members.

(ii) The parties agree that board member passes are non transferable. If parking contractor observes what appears to be inappropriate use of board member passes, the parking contractor will report the misuse to City and Science Center for immediate resolution. The inappropriate use of board member parking passes may jeopardize City's ability to continue offering this program.

(iii) A board member is considered a participating member of Science Center's governing board. For purposes of this subparagraph (g) Science Center board member parking privileges are offered to Science Center board members for utilization only while attending meetings or conducting business directly involved with their participation as a Science Center board member. Board members unable to present identification which confirms their status will be charged for parking at the prevailing public rate. Science Center is required to provide PCCD with a list of active board members on an annual basis.

(h) Subject to availability and the terms and conditions set forth below, City shall provide parking at the East Garage Marshalling Yard located at 601 E. Washington Street for buses and oversized vehicles bringing patrons to the Science Center. Parking for such buses and oversized vehicles shall be at a flat rate of \$5.00 per bus per day. If the East Garage Marshalling Yard is at capacity, buses will be directed to Tonto Marshalling Yard located at 1102 E. Tonto (based upon availability) for parking at the same \$5.00 rate as the East Garage Marshalling Yard. Science Center acknowledges that the availability of parking for buses and oversized vehicles is subject to annual review by the City on the anniversary date of the Effective Date. If City determines the East Garage Marshalling Yard is no longer available, Science Center's bus and oversized vehicle parking will be transitioned to the Tonto Marshalling Yard. Science Center agrees not to impose any administrative fees or additional mark-ups on parking for buses and oversized vehicles. The parties also agree that these parking rates are subject to change by the City. For purposes of this subparagraph (h), oversized vehicle parking is synonymous with bus parking and is defined as any multi-passenger vehicle or oversized vehicle requiring two or more standard size parking spaces.

(i) As a condition of receiving such over-sized vehicle parking, Science Center agrees to provide no less than forty-eight (48) hours advance notice in writing to PCCD's parking operator, of Science Center patron's bus parking needs. Such advance notification must include the name of each organization, the total number of buses requiring parking spaces for each individual event day, and the estimated arrival and departure times.

(ii) PCCD's parking contractor shall provide prepaid parking passes for the total number of vehicles requiring bus/over sized vehicle parking passes as requested by Science Center. Science Center is responsible for submitting a print order request in writing no less than two weeks prior to date passes are desired. Full payment of passes is due upon receipt of the passes. Passes will not expire and may be rolled-over for another calendar year, excepting a change in parking rates. In the event of a parking rate increase the parties will discuss an exchange of the unused passes toward the purchase of new passes. PCCD's parking contractor will issue invoices for prepaid parking passes and printing costs associated with the passes. Bus passes will be collected at the gate entry and do not provide in and out privileges. Science Center agrees to ensure that prepaid parking passes are distributed accordingly. The parties agree that drivers unable to present a prepaid parking pass at the East Garage or Tonto Marshaling Yard entry gate will be prohibited from entering the premises and referred to Science Center.

(iii) Science Center agrees to open and close the entry gates at the Heritage Garage upon arrival of any bus parking under this Agreement and the exit gates at 7th Street and Adams when such bus departs.

(iv) Science Center will direct all buses delivering students or other patrons to the Science Center to put their flashing lights on and stop signs out indicating that no vehicles are to pass while students are unloading. Science Center will assist and guide the students into the Science Museum.

(v) Science Center also has agreed to post and or create any additional signage City deems necessary to ensure the safety of students and other Heritage and Science Park patrons. Science Center will be responsible for maintaining a freestanding stop sign at the pedestrian exit from the Heritage Garage across 6th Street.

(i) If Science Center fails to pay any fees required under this Paragraph 5 when due, upon ten (10) days prior written notice from the City to the Science Center of such delinquency, Science Center shall pay City a delinquent account fee of one and one-half percent (1½ %) of the overdue balance per month not to exceed eighteen percent (18%) per annum.

(j) The parties also agree to maintain accurate and complete accounting records related to the sale of parking access cards and parking passes in accordance with generally accepted accounting principles. City or Science Center, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the records to ensure compliance with this Agreement. Science Center agrees to maintain such records for City or Science Center's inspection and audit, for a period of two years following the termination of this Agreement.

6. Assignment and Subletting.

(a) Except as provided in Paragraph 30, Science Center shall not sublet or assign its interest in the Premises, or any part thereof, or encumber its interest hereunder in the Premises by mortgage, trust deed or otherwise, in whole or in part, voluntarily or involuntarily, without the prior written consent and approval of City. The consent of City given pursuant to the terms hereof shall relieve Science Center from its obligation or liabilities under this Agreement.

(b) Except as provided in Paragraph 30, Science Center shall not be required to obtain City's consent in regard to any concession rights of limited duration granted by Science Center and Science Center, in writing, shall advise City of the identity of any persons or corporations to whom it grants a concession agreement for any commercial activity directly related to or in furtherance of the Permitted use (e.g.:

the food service concession) occurring on the Premises for a period exceeding thirty (30) days so that City can determine if such proposed activity meets the Bond Tests.

7. Taxes.

In addition to the other fees and charges to be paid by Science Center, Science Center shall pay before delinquent all taxes and assessments of every kind levied or assessed upon or against any and all personal property of Science Center, or of those claiming under Science Center which shall be or may become a lien upon the Premises or any improvement thereof as well as any excise tax imposed on Science Center.

8. Maintenance, Operation and Landscaping of Premises.

(a) Except for the specific obligations of the City set forth in subparagraph 8 (b), during the Term Science Center shall pay for all operating expenses of the buildings and other improvements on the Premises, including all custodial maintenance and security personnel or devices. Science Center also shall pay for all utility service to the buildings and other improvements on the Premises during the Term. City shall reimburse Science Center for fifty percent (50%) of Science Center's annual costs for electricity, gas, water, and sewer for the SC Premises. Science Center shall submit to City, on a quarterly basis, copies of actual utility billings for the SC Premises for the prior three months, documentation (reasonable satisfactory to City) evidencing Science Center has paid those billings and an invoice for fifty percent (50%) of the total cost of the utility bills for the SC Premises. Without limiting the foregoing, Science Center agrees that its obligations hereunder require it to be responsible for:

- (i) Payment of the annual costs for electricity, gas, water, and sewer for the HM Premises and any additions to the SC Premises or HM Premises, without right of any reimbursement.
- (ii) Its own interior trash collection.
- (iii) The management and operation of the Premises including repairs necessitated by normal wear and tear (i.e. paint, carpeting, wall coverings) and the custodial maintenance of the interior.
- (iv) The repair, maintenance and replacement of the interior security system.
- (v) The maintenance and operation of the Premises' interior and exterior exhibits.
- (vi) The payment of their utility bills and trash collection bills.

- (vii) The daily monitoring of the humidification system.
- (viii) The litter pick up in the exterior classroom area as occasioned by Science Center's programming.
- (ix) Directing bus parking through a coordinated communication system as more specifically described in Paragraph 5 below.
- (x) Maintaining signage on the HM Premises that reflects it is a history museum substantially in the same manner as exists on the Effective Date, as long as the HM Premises is in a separate building from the SC Premises.
- (xi) Adding and maintaining a "tag" to the signage of the Science Center denoting that the Premises includes a history museum, if the HM Premises and the SC Premises are combined in one building.
- (xii) Except as provided below, preserving and maintaining the artifacts ("Acquired Artifacts") acquired by Science Center from the History Museum pursuant to an asset transfer agreement dated on or about even date herewith (the "Asset Transfer Agreement") and such other historical artifacts as it may possess or own from time to time, which care and maintenance shall be provided by qualified personnel in accordance with industry standards for the age and type of artifact. Science Center shall have the right to de-access any Acquired Artifact which would, according to industry standards, be unsafe for storage or display to the public or violate cultural sensitivities and would otherwise satisfy any de-accession policy adopted by the Science Center under xiv below.
- (xiii) Science Center shall use reasonable efforts to adopt and maintain the standards and practices in use from time to time by the American Association of Museums for the purpose of conservation and preservation of such artifacts (Science Center shall have no obligation to obtain certification by the American Association of Museums, however). City expressly acknowledges and agrees that so long as Science Center acts in good faith and uses commercially reasonable best efforts to comply with the foregoing, it shall not be in default hereunder. By way of example only, in situations, if any, where a third party asserts rights in or to the Acquired Artifacts, and Science Center in good faith and based on the ownership and/or provenance documents provided to it by History Museum at the time of transfer is not able to refute or controvert such assertion, Science Center shall be entitled to resolve such claim/dispute as it determines in its sole discretion,

including, if necessary, by the return of such item to the claiming party.

(xiv) In addition to any other rights of de-accession permitted above, the Science Center shall develop and utilize a written accession and de-accession policy that is consistent with industry standards; provided that upon adoption of such policy the Science Center shall provide a copy to the City.

(xv) Receiving and utilizing the annual payment from The Arizona Museum Endowment Fund (held by the Arizona Community Foundation), assigned to the Science Center under the Asset Transfer Agreement, for the purpose of providing for the preservation conservation and display of the Acquired Artifacts, subject to the terms of the endowment.

(xvi) Requiring its vendors or its other delivery personnel to use the south side of the Science Center or the Science Center's loading dock located at 5th and Washington Streets for all deliveries.

(xvii) Paying for power washing the pavement to remove oil, dirt and debris from the bus loading and unloading areas at 6th Street and Adams, at least annually, each June.

(xviii) Providing necessary security patrols for the exterior of the Premises, as determined by Science Center from time to time.

(xix) Provide the City's Department of Parks and Recreation with monthly updates regarding attendance at the Premises and special exhibits.

(b) Except as provided in subparagraph 8 (a), City, at its expense, shall operate and maintain (and replace as applicable) in a timely fashion all parts of the Premises, including but without limitation, air conditioning, heating, plumbing, bathrooms, electrical distribution systems, elevators, concrete foundation floors, exterior walls, roofs, building structure systems, fire alarm systems and parking, keeping them in clean and good condition, reasonable wear and tear excepted. City represents and warrants to Science Center that all repairs, alterations or improvements to the Premises undertaken by City during the Term shall be completed in compliance with the Americans with Disabilities Act ("ADA"). Without limiting the foregoing, City agrees that its obligations hereunder require it to be responsible to:

- (i) Maintain and repair the interior and exterior structure of the Premises.
 - (ii) Maintain, repair, and replace, if necessary: (a) roofs, (b) electrical distribution systems, (c) concrete floors, (d) heating, ventilating, and air conditioning systems, (e) automated energy management systems (including humidification), (f) plumbing system and bathroom fixtures, (g) elevators, (h) fire alarm systems, (i) exterior City lights, and (j) sprinkler systems.
 - (iii) Maintain grounds of Heritage and Science Park, except for outdoor classroom, concession or lunch areas.
 - (iv) Provide exterior trash collection in areas designated by the City.
 - (v) Maintain, repair, clean and operate the parking garage located at Heritage and Science Park.
 - (vi) Require that set up for special events at the Heritage and Science Park commence after 5:00 PM on the Thursday prior to the special event. Event producers will no longer be able to utilize the site before 5:00 PM on Thursday's as equipment set up day on 6th Street, Adams or Monroe.
 - (vii) Provide the Science Center, through its Parks and Recreation Department, with an annual calendar of all special events to be located in the Heritage and Science Park by August 1 of each year during the Term and communicate any changes to the calendar in writing at least thirty (30) days prior to the rescheduled event.
- (c) During the Term, the City shall pay for and perform all costs of reasonable exterior landscape and grounds maintenance for the Science Center. The parties agree that the landscaping shall be complimentary to Heritage and Science Park, pleasing to the public, and within the economic means of the parties and in conformity with City's ongoing water conservation goals.
- (d) During the Term, each party agrees to be responsible for (i) all its respective telecommunication and security alarm operation and repairs, (ii) payment of its respective utility bills, subject to the reimbursement requirement in subparagraph 8(a) above, and (iii) communicating projected bus traffic requirements to the Parking Manager for the Phoenix Convention Center. The Parking Manager shall be responsible for coordinating bus marshalling and assuring quality communication with the affected parties.

9. Permitted Charges; Consideration.

(a) Subject to the limitations, if any in Paragraph 30, Science Center shall have the right to impose reasonable charges for the use now or hereafter of any facilities on the Premises by any organization or person. Science Center shall maintain such proceeds only for use by Science Center for Science Center expenses relating to the Permitted Use and City shall have no right, title, claim or interest in such proceeds.

(b) As partial consideration for this Agreement, Science Center shall provide free general admission to the permanent exhibits on the Premises (but excluding separately-ticketed "special" exhibits or events, e.g., Imax movies or traveling exhibits) as follows: (i) to residents of City 62 years of age and older all day on at least the first Tuesday of each month (holidays may be excepted, but Science Center shall provide an alternative day so that at least one free day per month shall be available); and (ii) teacher-chaperoned groups of students from public schools in economically disadvantaged districts in the City of Phoenix during the months of August through December (weekends and holidays excepted) by advance reservation on a space-available basis, but not to exceed 500 children per week. As additional consideration for this Agreement, Science Center shall provide, at least once per month, after school programs at appropriate venues located within economically disadvantaged areas within the City of Phoenix. Science Center agrees to advertise such free admission and outreach programs in the Science Center's newsletter, on its website or at its box office.

(c) Science Center as further consideration for this Agreement shall permit City reasonable use of areas within the Premises, for City sponsored events, when such use does not conflict with scheduled Science Center events or normal business operations. Such use shall be without charge to City except for direct costs incurred by Science Center in connection with such use, which costs shall be promptly paid to Science Center by City upon billing.

10. Insurance.

(a) City shall maintain its standard property insurance coverage, and specifically list the Premises, all buildings and permanently affixed improvements and fixtures (unrelated to the exhibits), including, but not limited to the planetarium star projector.

(b) Science Center shall maintain from insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the Science Center's use or operation of the Premises. The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement.

(c) The City in no way warrants that the minimum limits contained herein are sufficient to protect the Science Center from liabilities that might arise out of its operations and Science Center is free to purchase such additional insurance as it may determine to be necessary.

(d) Science Center shall provide coverage at least as broad and with limits of liability no less than those stated below, naming the City of Phoenix as "additional insured".

1. Commercial General Liability – Occurrence Form	
Policy shall include bodily injury, property damage and broad form contractual liability coverage.	
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Premises; Any one fire)	\$1,000,000
Medical Expense (Any one person)	Optional
Liquor Liability (If liquor is served or sold)	\$1,000,000

2. Property Insurance

Lessee's tenant improvements	Replacement Value
------------------------------	-------------------

Property insurance shall be written on an all risk, replacement cost coverage, including coverage for flood and earth movement. The City of Phoenix shall be named as a loss payee on property coverage for tenant improvements. Property insurance shall contain a waiver of subrogation against the City of Phoenix.

3. Automobile Liability – Including Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 6/92 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury And Property Damage	\$1,000,000
--	-------------

4. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000

(e) Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: (i) the insurer shall reduce or eliminate such self-insured retentions with respect to the City and its departments, officers, officials, agents employees, contractors and volunteers; or (ii) the Science Center shall procure a

bond guaranteeing payment of losses and related investigations, claims administration and defense costs.

(f) The Commercial General Liability and Automobile Liability policies are to provide for the following:

- The City of Phoenix, its departments, officers, officials, agents, employees, and volunteers are to be named as additional insured with respects to liability arising out of: activities performed by or on behalf of the Science Center including products and completed operations of the Science Center; and automobiles owned, leased, hired or borrowed by the Science Center.
- The coverage shall not contain special limitations on the scope of protection afforded to the City, its departments, officers, officials, employees and volunteers.
- The City, its departments, officers, officials, agents, employees, and volunteers shall be additional insured to the full limits of liability purchased by the Science Center but not to exceed \$5,000,000 even if those limits of liability are in excess of those required by this Agreement.
- Except for City's property insurance, Science Center's insurance coverage shall be primary insurance with respect to the City, its departments, officers, officials, agents, employees, and volunteers; and departments, officers, officials, agents, employees, and volunteers; and any insurance or self-insurance maintained by the City, its departments, officers, officials, employees or volunteers shall be excess of the Science Center's insurance and shall not contribute to it.
- Science Center's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- Coverage provided by the Science Center shall not limit the liability assumed under the indemnification provisions of this Agreement.

(g) Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice shall be given. Such notice shall be sent, certified mail, return receipt requested, directly to the City of Phoenix Parks and Recreation Director, 200 West Washington Street, 16th Floor, Phoenix Arizona 85003.

(h) Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Science Center from potential insurer insolvency.

(i) Science Center shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before the Agreement commences. All certificates required by this Agreement shall be sent directly to: **the City of Phoenix Parks and Recreation Director, 200 West Washington Street, 16th Floor, Phoenix Arizona 85003**. The City Department, number and location description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

(j) Each insurance policy required by this Agreement must be in effect at or prior to commencement of this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

(k) Any modification or variation from the insurance requirements in this Agreement must have prior approval from the City's Law Department, whose decision shall be final. Such action will not require a formal amendment, but may be made by administrative action.

(l) The parties agree that City shall conduct a review of the insurance coverage required by this Agreement every five years, to address changes in cost and exposure to risk. Based upon these reviews, City may update the insurance requirements in this Agreement as mutually agreed upon by the parties.

11. Indemnity.

Science Center shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "City") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Science Center or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Science Center's occupancy and use of the Premises. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

City, be indemnified by Science Center from and against any and all Claims. It is agreed that Science Center will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Premises, Science Center agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Premises. This Section 11 shall survive termination or expiration of this Agreement.

12. Property Loss.

If any of the buildings constituting a part of the Premises are destroyed or damaged, in whole or in part, by fire or other casualty, the City shall consult with Science Center as to the course of action to be taken. The parties hereto recognize that the decision to expend public funds (including insurance proceeds) on reconstruction or rebuilding is at the sole and unfettered governmental and budgetary discretion of the City Council of the City of Phoenix at the time when such expenditure is at issue; that no representation can be or is made by the City concerning such future action or inaction, expenditure or denial of expenditure; and that not reliance can be placed by Science Center on any future decision, action or inaction of the City. The parties further recognize that the Science Center and its members and contributors have made considerable investments in the fixtures and exhibits on the SC Premises, and that the community, by approving the issuance of bonds for the construction and improvement of the buildings on the Premises, has indicated its desire to assure the continuing existence of the Science Center and History Museum. The parties therefore agree that every consideration will be given to full restoration of the Premises within sound and appropriate fiscal considerations and the availability of funds.

13. Alterations.

(a) Science Center shall not make any alterations or improvements which may impair the structural integrity of the buildings, their fixtures (except exhibits) or other permanent improvements within the Premises; and, provided further, that Science Center shall make no exterior alterations or improvements that would in any way change or impact the visual characteristics or aesthetic qualities of the buildings, their fixtures or other permanent improvements within the Premises without prior written consent of City, which consent shall not be unreasonably withheld or delayed.

(b) Science Center shall not make any alterations or improvements to the operational, HVAC mechanical and fire suppression systems without prior written consent of City. Science Center may make minor, routine, non-structural modification of the buildings or other improvements on the Premises without prior written consent of the City, provided it is done in accordance with local ordinances, codes, and regulations covering such modifications including, but not limited to, the ADA. Any alteration or improvement commenced by Science Center shall be completed expeditiously and in compliance with all laws, rules, and regulations or any governmental authorities having jurisdiction over the Premises. All permanently affixed alterations and improvements

which cannot be removed by Science Center without damage or destruction to the Premises for which Science Center will not elect to cover the cost of repair shall upon the termination of this Agreement, become the property of City.

(c) The Premises shall be kept free and clear from any and all mechanics' and materialmen's liens, claims and charges. Each party shall indemnify and hold the other party harmless from any and all cost, expenses, claims, liens, or demands, including reasonable attorney's fees, (collectively "costs") arising out of or by virtue of any nonpayment of any obligations incurred by either party for costs of alterations and improvements except as to such costs assumed by the other party, or costs attributable to the negligence, waste or other tortuous act of the other party.

(d) This Agreement and the respective interests of City and Science Center hereunder shall not be subordinated or subject to any encumbrances which may be required for any loans obtained by Science Center to finance the costs and expenses of Science Center. At Science Center's request, City agrees to provide a landlord's lien waiver, in a form acceptable to the City, in favor of any lender providing financing to Science Center, secured by personal property collateral of Science Center located on the Premises.

14. Holding Over.

Should Science Center hold over after the expiration of this Agreement, such holding over shall constitute and be construed as a tenancy from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Agreement upon City and Science Center shall remain the same during any such period of occupancy.

15. Surrender.

Upon the expiration of this Agreement, or upon its earlier termination, Science Center shall immediately surrender peaceable possession of the Premises and all buildings and permanently affixed improvements then located thereon, in good condition and repair, normal wear and tear accepted which permanently affixed improvements shall thereupon be and become the property of City.

16. Default.

(a) Subject to Paragraph 4, If Science Center is at any time in default hereunder for a period greater than thirty (30) days after Science Center's receipt of notice from City wherein City shall have demanded in writing to Science Center that such default be cured, then in any such event, City may, at its option and as its sole remedies: (i) terminate this Agreement effective upon notice of such termination to Science Center and re-enter the Premises and exercise in connection with such re-entry any other right or remedy provided by law regarding such re-entry; or (ii) at Science Center's cost, undertake to remedy or complete Science Center's obligation which is in

default whereupon Science Center shall reimburse City, within ten (10) days of Science Center's receipt of a written demand therefor, for all costs expended in regard thereto by City with interest thereon at the rate of eighteen percent (18%) per annum from the date of expenditure until fully paid; or (iii) pursue such other legal (except for any costs, damages or expenses in any way relating to the Bonds (as defined below)) and/or equitable remedies as are available to City (the foregoing remedies being cumulative and not exclusive).

(b) If City is at any time in default hereunder for a period greater than thirty (30) days after City's receipt of notice from Science Center wherein Science Center shall have demanded in writing to City that such default be cured (provided, however, that in the event of an emergency or other life or property damaging situation immediate telephonic notice shall be sufficient), Science Center at its option may: (i) terminate this Agreement effective upon notice of such termination to City; or, (ii) at City's cost, undertake to remedy or complete City's obligation which is in default whereupon City shall reimburse Science Center, within ten (10) days of City's receipt of written demand therefore, for all reasonable costs actually expended in regard thereto by Science Center with interest thereon at the rate of one and one-half percent (1½ %) per month, not to exceed eighteen percent (18%) per annum from the date of expenditure until fully paid; or, (iii) pursue such other legal and/or equitable remedies as are available to Science Center (the foregoing remedies being cumulative and not exclusive).

17. Insolvency.

In addition to any other rights or remedies of City hereunder and except as provided in the Bankruptcy Code, if Science Center shall at any time during the term, voluntarily or involuntarily, sign over Science Center's estate or effects for any payment of its debts, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment and the same is not released within sixty (60) days thereafter, or if any receiver or trustee is appointed of Science Center's property, or in the event Science Center shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Code, then in such event, this Agreement shall be terminated at the option of City, effective the day prior to any such action or filing. In addition, any such event shall be deemed an event of default hereunder entitling City to terminate this Agreement without further notice of termination.

18. Legal Expenses.

In the event a lawsuit is instituted by either City or Science Center against the other in any way connected with this Agreement or for the recovery of fees or possession of the Premises, the successful party to any such action (whether or not prosecuted to judgment), as determined by the court, shall recover from the party the reasonable attorney's fees, as determined by the court, and court costs of the successful party in connection with such suit.

19. Access by City.

City shall have the right to enter and inspect the Premises during normal working hours and shall have access to the Premises in order for City to fulfill any of its obligations under this Agreement provided, however, that: (i) City shall use its best efforts to minimize any interference with Science Center's use of the Premises; and, (ii) City and Science Center shall use their best efforts to schedule all major renovations of the Premises at a mutually convenient time.

20. Waiver.

No covenant, term or condition of this Agreement shall be deemed to have been waived by City or Science Center unless such waiver is in writing signed by the party against whom enforcement is sought.

21. Entire Agreement.

This Agreement; and the Exhibits herein constitute the entire agreement between City and Science Center with regard to Science Center's use and the construction of the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon City or Science Center unless set forth in writing and duly executed by both parties. Since the Term of this Agreement is long, it is expected that it may be amended during that time and such amendments shall be made only when set forth in writing and duly executed by both parties.

22. Time.

The parties each expressly acknowledge that time is of the essence under this Agreement and every covenant, term, and condition contained herein. Science Center specifically acknowledges and agrees to will use Science Center's best efforts to open exhibits that satisfy the requirements of Paragraph 4 as soon as reasonably possible, but not later than twelve (12) months after the Effective Date of this Agreement.

23. Benefit.

The covenants, terms, and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

24. Notices.

Any notice or demand which shall be required or permitted by law or by any provision of this Agreement shall be in writing and shall be either personally

delivered or mailed, registered or certified mail, postage prepaid, to the parties as follows:

If to City:
City of Phoenix
Parks and Recreation Department
200 West Washington, 16th Floor
Phoenix, Arizona 85003-1611

And

For notices under Paragraph 5,
With a copy to:

Phoenix Convention Center Department
Phoenix Convention Center-West
2A-Administration
100 N. Third Street
Phoenix, Arizona 85004
Attn: Director

If to Science Center :
Arizona Science Center
600 East Washington Street
Phoenix, AZ 85004
Attn: President/CEO

All notices shall be effective upon receipt.

25. Cancellation.

Irrespective of any other provision of this Agreement, either party to this Agreement may cancel or terminate this Agreement upon giving the other party advance written notice thereof, provided, however, that such notice: (i) may not be given before the end of the 42nd year of the Term; and, (ii) shall contain a cancellation/termination date which shall be effective no earlier than: (a) five years after the date of the notice; or, (b) such date as City and Science Center may mutually agree upon in writing.

26. Affirmative Action Requirements.

It is required under the provision of Section 18-22(G), Code of the City of Phoenix that the following clause appear in this Agreement:

Any supplier/lessee performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: employment promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier/lessee further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by supplier/lessee.

27. Conditions Precedent to Effectiveness.

This Agreement shall not be effective or binding upon City or Science Center until: (i) this Agreement and the transaction embodied herein are approved, in writing, by the Council and Science Center's Board of Trustees; and (ii) this Agreement is executed by authorized officers of City and Science Center.

28. Transactional Conflict of Interest

All parties recognize that this Agreement is subject to the provisions of A.R.S. § 38-511.

29. Maintenance of 501(c)(3) Status.

Science Center warrants that it presently is an exempt organization pursuant to Section 501(c)(3), Internal Revenue Code, as amended (the "Code") and that it has not engaged in any prohibited transaction which would cause it to be denied such exemption under Sections 503 and 504 of the Code. Science Center further agrees that its ability to occupy the Premises is expressly and absolutely conditioned upon its maintenance of such exempt status, and that the loss of such status shall forthwith terminate this Agreement, and that Science Center shall vacate the Premises within ninety (90) days following the conclusion (or abandonment by Science Center) of any action or actions determining that such exempt status has been lost.

30. Private Activity Limitation.

At no time during the term shall Science Center permit the use or occupancy of any portion of the Premises by any other occupant, where such use or occupancy would fail to meet the private activity bond tests for the use or occupancy of space within projects or structures funded by municipal tax-exempt public financing issues (the "Bonds"), as such tests are now in existence or may be applicable in the future under the Code or Regulations adopted thereunder. Except for uses and occupancies contemplated in Paragraphs 4 and 6 of this Agreement, Science Center shall not execute any agreement for the use or occupancy of any portion of the Premises until Science Center has submitted a true and correct final draft of the agreement or agreements relating to such use or occupancy to City and (a) received from City its written approval of such agreement or (b) delivered to City an opinion of nationally recognized bond counsel, reasonable acceptable to City, that the use or occupancy will not cause a violation of the private activity bond tests or otherwise adversely affect any municipal tax-exempt public financing used in connection with the Premises. Subject to the right to cure in Paragraph 4, any attempted use or occupancy of the Premises in contravention of this Paragraph 30 shall be a breach of this Agreement.

31. Appropriations Clause

Any provision or clause of this Agreement, or in any Exhibit attached hereto, which purports to obligate the City to expend any funds, shall be subject to such funds having been appropriated by the City Council in the annual budget process of the City, and no obligation or undertaking of the City set forth in this Agreement involving the expenditure of funds shall constitute a legal obligation of the City in the absence of lawful appropriation thereof. Notwithstanding the foregoing, the City agrees to recommend to the City Council, as part of the annual budgeting process of the City, sufficient sums to insure payment of the operating expense assumed by the City under this Agreement.

32. Previous Agreements.

This Agreement terminates, sets aside and replaces in their entirety all previous agreements among Science Center, History Museum and City relating to the HM Premises and the SC Premises including, without limitation, the HM Operating Agreement and the SC Operating Agreement. The HM Agreement has been terminated and the SC Operating Agreement will automatically terminate upon the commencement of the Term of this Agreement, such termination requiring no further action on the part of Science Center or City. This Agreement represents the entire agreement between Science Center and City with respect to the subject matter hereof.

33. Legal Worker Requirements.

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Science Center agrees that:

(a) Science Center and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

(b) A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

(c) The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under subparagraph (a) of this Paragraph 34.

34. Transfer to City

In the event that the City should hold legal title to personal property of Science Center, the City shall use commercially reasonable efforts in the City's judgment to transfer the Acquired Artifacts and other exhibits to appropriate science - and/or history-related institutions, as it sees fit.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PHOENIX, a municipal corporation
Frank Fairbanks, City Manager

By: Ruth Osuna
Ruth Osuna
Its: Deputy City Manager

ATTEST:

Mario Paniagua
City Clerk



APPROVED AS TO FORM:

William Beck
Acting City Attorney
wb

ARIZONA SCIENCE CENTER,
an Arizona nonprofit corporation

By: Chevy Humphrey
Chevy Humphrey
Its: President/CEO

ATTEST:

Andrew Christensen

CITY CLERK DEPT.
2009 OCT -8 AM 11: 52

EXHIBIT A

Description of HC Premises

EXHIBIT A

Description of HC Premises

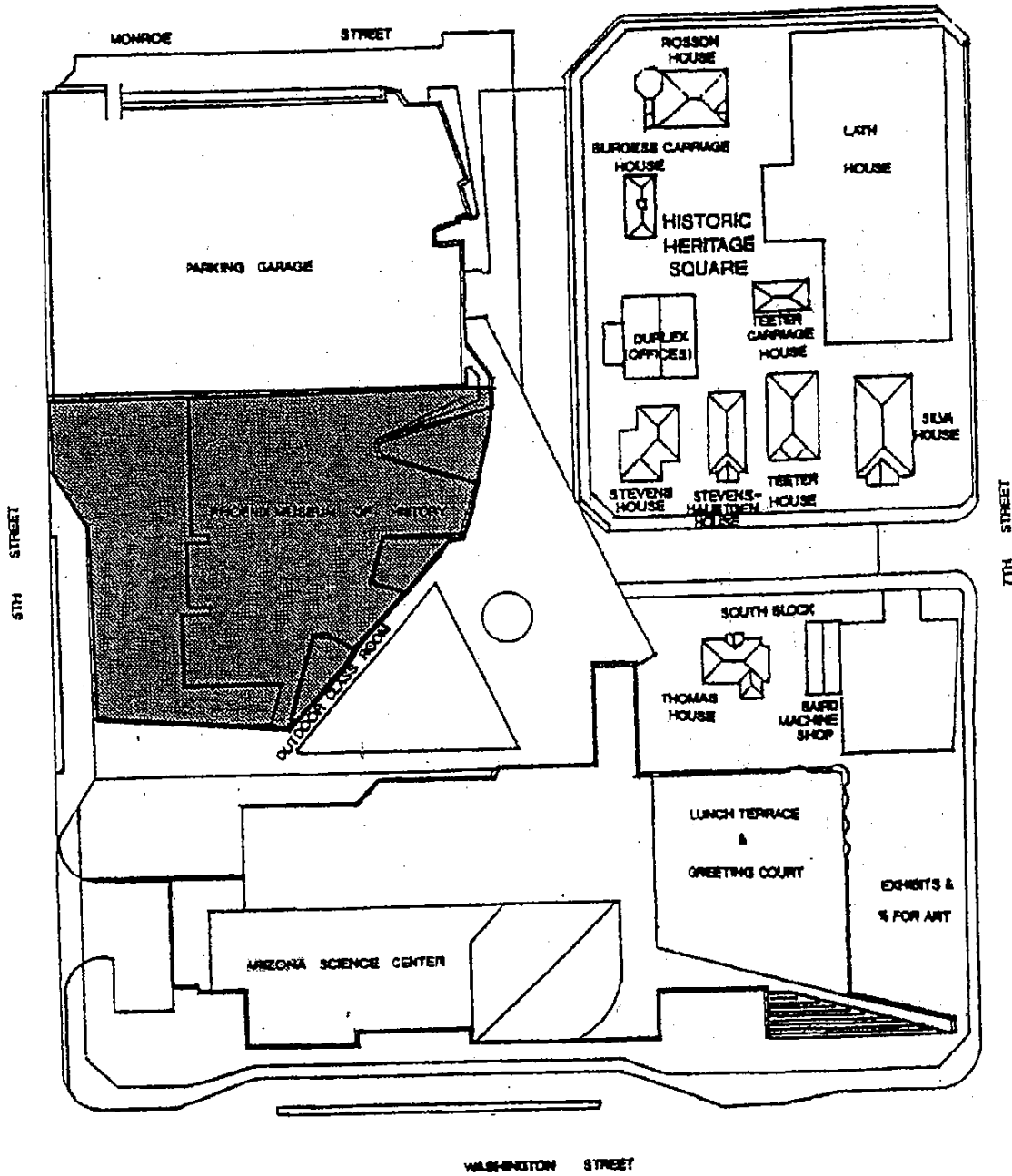
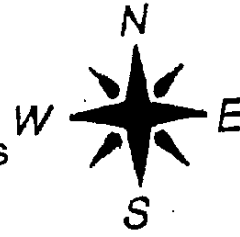


EXHIBIT B

Description of SC Premises

EXHIBIT B

Description of SC Premises

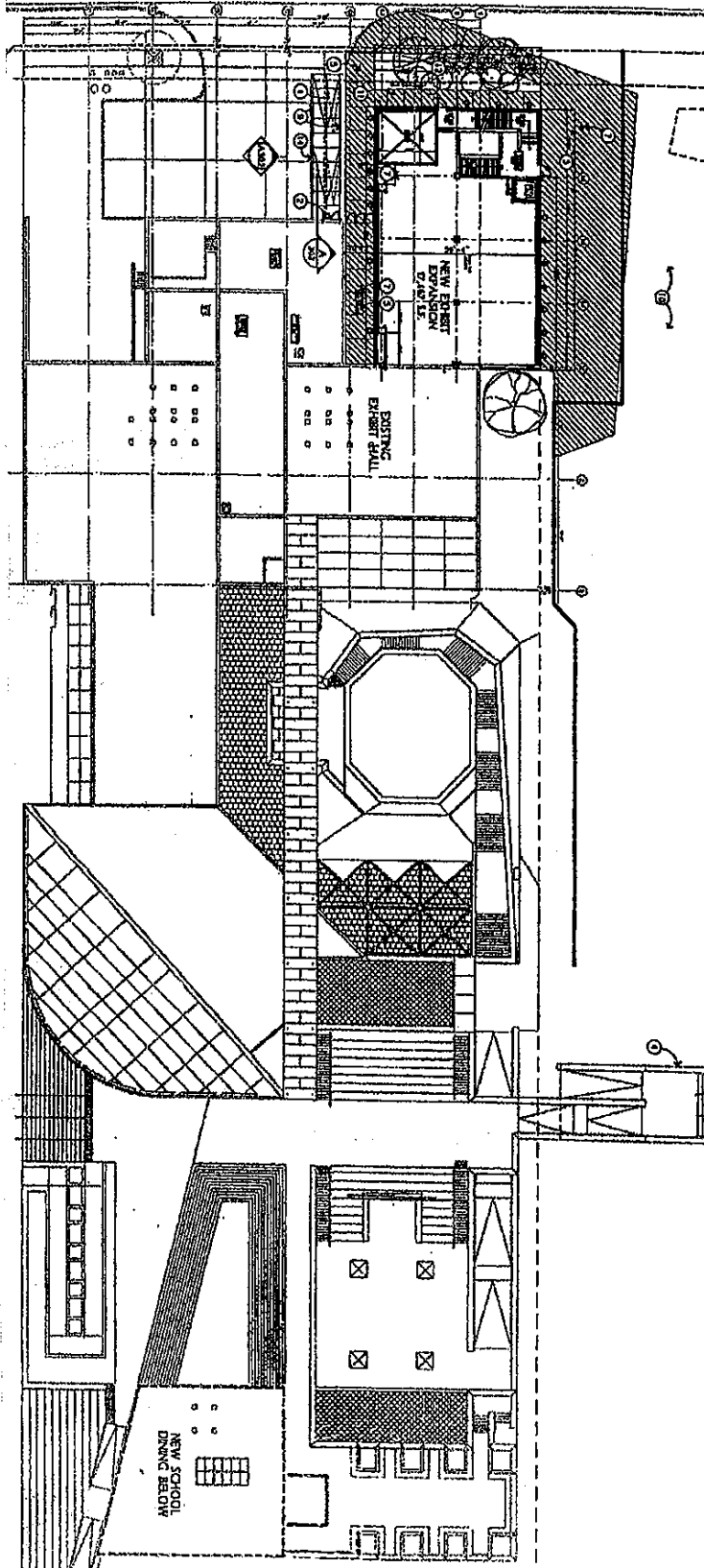


EXHIBIT C

Description of Premises

The premises described on Exhibits A and B. The parties agree that the combined premises descriptions shall be attached when completed.



City of Phoenix

Description for: City of Phoenix – Science Museum

Part of Lot 1 of Heritage Park, recorded in Book 363, Page 11, Maricopa County Recorder's Office, Maricopa County, Arizona more particularly described as follows: Beginning at the Northeast Corner of said Lot 1; Thence South 89 degrees, 39 minutes, 34 seconds West along the North line of said Lot 1, 257.17 feet; Thence South 00 degrees, 14 minutes, 07 seconds East, 391.72 feet to the true point of beginning;

Thence South 89 degrees, 45 minutes, 53 seconds West, 24.75 feet;

Thence South 00 degrees, 14 minutes, 07 seconds East, 89.43 feet;

Thence South 89 degrees, 45 minutes, 53 seconds West, 242.25 feet;

Thence North 00 degrees, 14 minutes, 07 seconds West, 8.00 feet;

Thence South 89 degrees, 45 minutes, 53 seconds West, 90.00 feet;

Thence South 00 degrees, 14 minutes, 07 seconds East, 58.20 feet;

Thence North 89 degrees, 45 minutes, 53 seconds East, 50.00 feet;

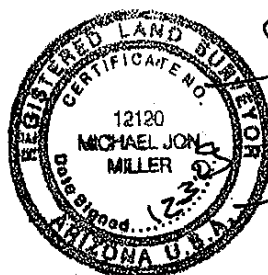
Thence South 00 degrees, 14 minutes, 07 seconds East, 82.00 feet;

Thence North 89 degrees, 45 minutes, 53 seconds East, 50.00 feet;

Thence South 00 degrees, 14 minutes, 07 seconds East, 44.17 feet;

Thence North 89 degrees, 45 minutes, 53 seconds East, 78.00 feet;

Thence North 00 degrees, 14 minutes, 07 seconds West, 25.00 feet;

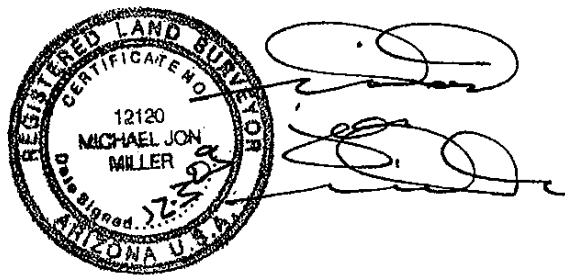


EXPIRES
02-30-12

Thence North 89 degrees, 45 minutes, 53 seconds East, 76.00 feet;
Thence South 00 degrees, 14 minutes, 07 seconds East, 20.00 feet;
Thence North 89 degrees, 45 minutes, 53 seconds East, 104.00 feet;
Thence North 00 degrees, 14 minutes, 07 seconds West, 94.00 feet;
Thence North 89 degrees, 45 minutes, 53 seconds East, 100.42 feet;
Thence South 00 degrees, 14 minutes, 07 seconds East, 67.83 feet;
Thence South 76 degrees, 27 minutes, 36 seconds East, 61.78 feet;
Thence North 00 degrees, 14 minutes, 07 seconds West, 171.92 feet;
Thence South 89 degrees, 45 minutes, 53 seconds West, 161.42 feet;
Thence North 00 degrees, 14 minutes, 07 seconds West, 77.42 feet to the true
point of beginning.

The above described parcel of land contains 73,998 square feet or 1.70 acres
and is subject to all easements of record.

This information was prepared using information available in City of Phoenix files
available to me. The monument line of Monroe Street west of 7th Street has an
assumed bearing of North 89 degrees, 39 minutes, 34 seconds East.



EXPIRES 9-30-12



City of Phoenix

Description for: City of Phoenix – History Museum

Part of Lot 1 of Heritage Park, recorded in Book 363, Page 11, Maricopa County Recorder's Office, Maricopa County, Arizona more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1; Thence North 89 degrees, 42 minutes, 34 seconds East along the north line of said Lot 1, 77.00 feet; Thence South 00 degrees, 19 minutes, 29 seconds East, 217.36 feet to the true point of beginning;

Thence North 89 degrees, 40 minutes, 31 seconds East, 102.75 feet;

Thence South 13 degrees, 13 minutes, 14 seconds West, 33.00 feet;

Thence South 76 degrees, 46 minutes, 46 seconds East, 70.22 feet;

Thence South 08 degrees, 23 minutes, 00 seconds West, 56.33 feet;

Thence North 84 degrees, 58 minutes, 58 seconds West, 31.68 feet;

Thence South 15 degrees, 40 minutes, 31 seconds West, 33.00 feet;

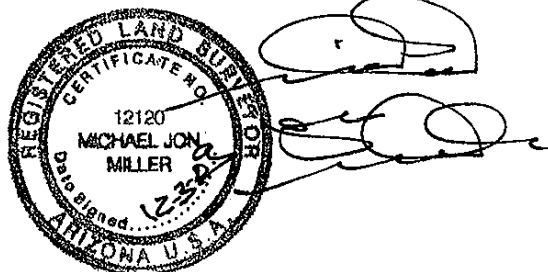
Thence North 84 degrees, 58 minutes, 58 seconds West, 27.00 feet;

Thence South 15 degrees, 40 minutes, 31 seconds West, 103.25 feet;

Thence North 74 degrees, 19 minutes, 29 seconds West, 12.36 feet;

Thence North 15 degrees, 40 minutes, 31 seconds East, 30.15 feet;

Thence South 89 degrees, 40 minutes, 31 seconds West, 64.55 feet;



EXPIRES 03-30-12

Thence North 00 degrees, 19 minutes, 29 seconds West, 50.00 feet;

Thence North 89 degrees, 40 minutes, 31 seconds East, 20.00 feet;

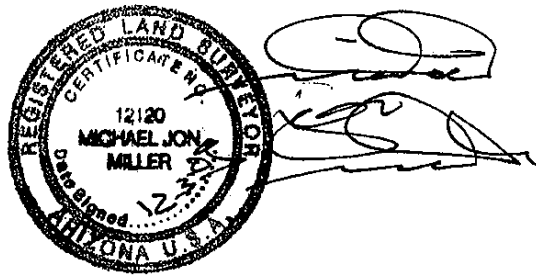
Thence North 00 degrees, 19 minutes, 29 seconds West, 54.00 feet;

Thence South 89 degrees, 40 minutes, 31 seconds West, 10.66 feet;

Thence North 00 degrees, 19 minutes, 29 seconds West, 93.33 feet to the true point of beginning;

The above described parcel of land contains 22,731 square feet or 0.52 acres and is subject to all easements of record.

This information was prepared using information available in City of Phoenix files available to me. The monument line of Monroe Street east of 5th Street has an assumed bearing of North 89 degrees, 42 minutes, 34 seconds East.



EKSZES 930-12

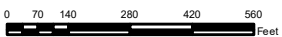
Attachment C



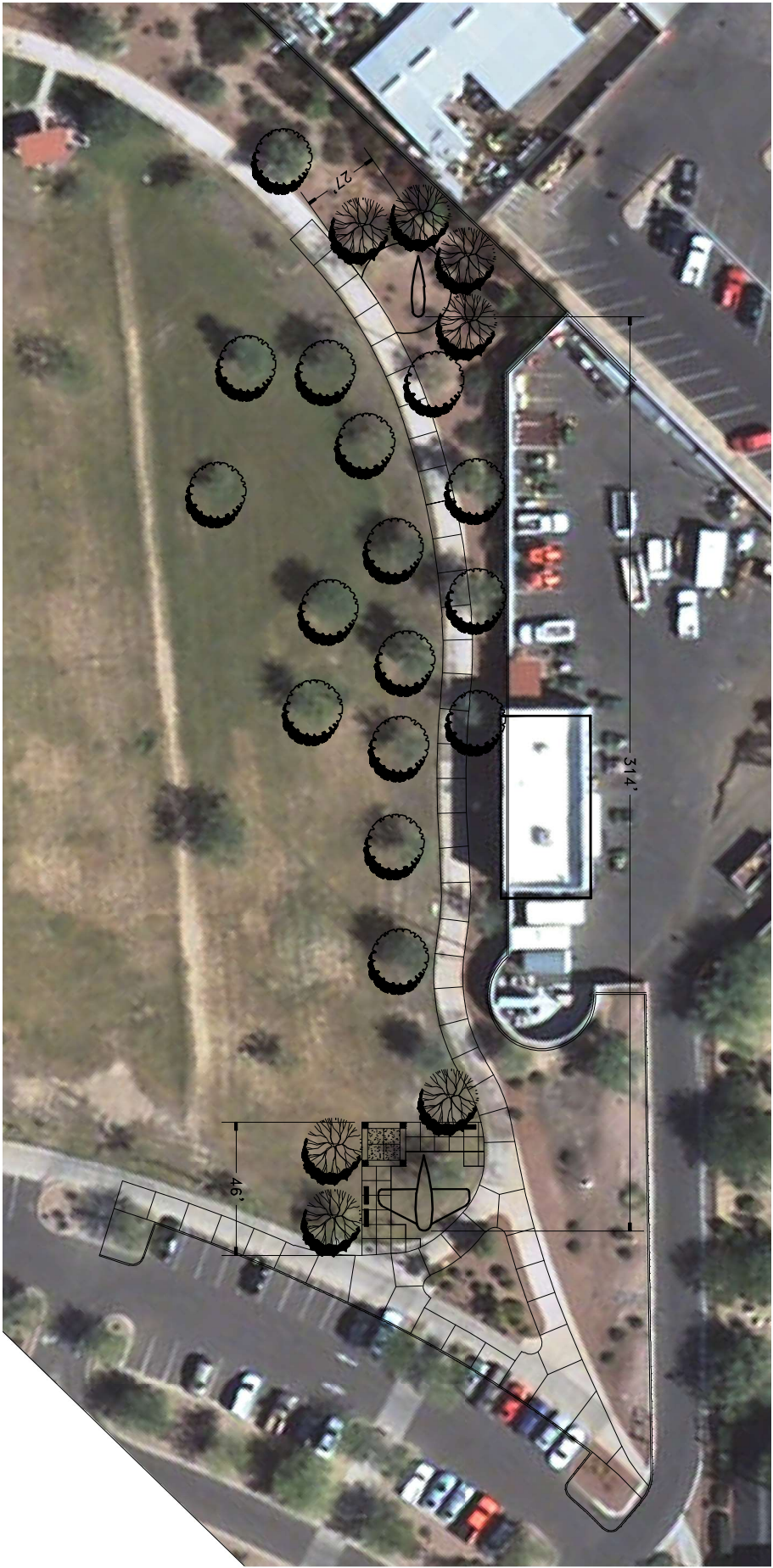
Steele Indian School Park

Proposed U.S.S. Phoenix Memorial Site

October 2008



Proposed U.S.S. Phoenix Memorial Design and Location Concept
at Steele Indian School Park











City of Phoenix

To: General Obligation Bond Committee **Date:** August 30, 2022

From: Amber Williamson^{AW}
Budget and Research Director

Subject: RESIDENT 2023 GO BOND PROGRAM COMMENTS

The Budget and Research Department compiles community feedback on the General Obligation Bond Program to provide to the GO Bond Committees and City Leadership. **Attachment A** transmits a summary of all community feedback received from July 1 to August 29, 2022.

Budget and Research staff maintains an e-mail address and a voice mailbox for residents to provide comments on the GO Bond Program. **Attachment B** transmits a summary of these comments from August 16 to August 29, 2022, as well as social media statistics.

The version of this report available online includes submissions to the 2023 GOPHX tool from August 13 to August 26, 2022, as **Attachment C**. There have been no Spanish submissions.

At www.phoenix.gov/bond, residents can access the 2023 GO Bond Committee Reports, including the electronic version of this report, and other GO Bond Program information.

Residents can view the following:

- The 2023 GO Bond Informational Guide in English and Spanish
- GOPHX Tool
- GO Bond Informational video in English and Spanish
- Videos of completed GO Bond Committee Meetings

ATTACHMENT A

SUMMARY OF COMMUNITY FEEDBACK PROPOSED 2023 GENERAL OBLIGATION (GO) BOND PROGRAM JULY 1, 2022 – AUGUST 29, 2022

Below is a summary of the comments received directly by the Budget and Research Department by phone and email, captured in minutes from GO Bond Committee meetings held through August 22, 2022, and through the GOPHX tool.

Comments for funding/support of GO Bond projects:

- (33) in support of funding for Fire Department projects, including (28) requesting new and renovated fire stations, and (3) for more emergency vehicles
- (36) additional funding for Parks & Recreation projects, including (13) in support of Margaret T. Hance Park Improvements, (8) supporting the Estrella Village Civic Space, and (5) supporting improvements to the Laveen Area Conveyance Channel
- (15) in support of street improvements, including (6) for street improvements in Sunnyslope, (2) requesting new sidewalks, (1) supporting the Pavement Maintenance Supplement, and (1) requesting new traffic lights
- (9) funding for repairs at Phoenix Center for the Arts
- (8) in support of funding for branch libraries, including (8) supporting a new library in the Sunnyslope area, (1) at Estrella Civic Space and (1) for improvements to Acacia Branch
- (6) funding for repairs at Santa Fe Apartments
- (6) in support of funding for City Facility Americans with Disabilities Act (ADA) improvements, including (4) for Phoenix Theater
- (6) additional funding to shelter individuals experiencing homelessness
- (6) additional funding for improvements to the Sunnyslope Community Center
- (5) funding for the Arizona Jewish Historical Society Holocaust Education Center
- (5) additional funding for greening efforts on lower Grand Avenue
- (5) additional funding for affordable housing projects, including (1) more affordable housing options in the Garfield neighborhood
- (5) funding for science and technology initiatives, including (1) to support the partnership between the Biomedical Research Institute of Arizona (BRIA) and Pathfinder
- (5) additional funding for heat mitigation projects, including (3) requesting more shade trees and (1) requesting additional funding to install water stations at bus stops
- (4) additional funding for public transportation, including (2) for more transit in the West Valley
- (4) funding for storm drainage and flood control projects, including (2) supporting the implementation of bioswales
- (3) in support of funding for police stations, including (2) for the Cactus Park Precinct & Northern Command Center Relocation
- (2) additional funding for solar panel installation at non-profit facilities and low-income residences
- (2) in support of the Children's Museum of Phoenix Expansion

- (2) in support of electric vehicle charging infrastructure
- (2) additional funding to support first responders and overall public safety
- (2) in support of funding for deferred maintenance of city facilities
- (2) funding for irrigation at Old Cross Cut Canal Park
- (2) funding for cultural facilities
- (1) in support of the Herberger Theater Center Theatrical Improvements
- (1) in support of Equity Based Transportation
- (1) in support of Symphony Hall Theatrical Venue Improvements
- (1) in support of Vision Zero Implementation
- (1) in support of the Latino Cultural Center
- (1) additional funding for mental health response to calls for service
- (1) funding for animal control facility improvements
- (1) funding for educational services
- (1) funding for indoor play spaces
- (1) funding for Rio Reimagined
- (1) funding to improve connectivity along the Rio Salado between South Phoenix and Downtown
- (1) funding for water conservation efforts
- (1) funding to pave the wash located north of John Jacobs Elementary School
- (1) funding for historic preservation projects
- (1) in support of funding all prioritized and future Arts & Culture capital needs
- (1) funding for Pueblo Grande Museum and Archaeologic Park Improvements
- (1) in support of South Phoenix Youth Center Improvements
- (1) funding for a Resilient Energy Hub
- (1) in support of the GO Bond Program

Comments for reduced funding/opposition of GO Bond Projects:

- (3) opposed funding for Parks & Recreation, including (1) opposed to funding for more pools and (1) opposed to funding golf courses
- (3) opposed funding of police facilities, including (1) Maryvale Police Precinct and (1) Police Driver Training Track
- (1) opposed funding for Orpheum Theatre and Tovrea Castle preservation projects
- (1) requesting reduced funding for Rio Reimagined
- (1) opposed funding for private residential historic preservation projects
- (1) opposed funding for Neighborhood Traffic Mitigation
- (1) opposed funding for Choice Neighborhoods Housing Development Gap Funding
- (1) opposed funding for the Yucca Branch Library Expansion
- (1) opposed to current Latino Cultural Center project plan

ATTACHMENT B

VOICEMAIL, ELECTRONIC, AND WRITTEN GO BOND PROGRAM COMMENTS AUGUST 16, 2022 – AUGUST 29, 2022, AND SOCIAL MEDIA STATISTICS

Emails

1. Hillary Rusk sent an email in support of adding \$15 million in funding needed to make all the repairs to Santa Fe apartments.
2. Jeff Spellman sent an email in support of adding \$15 million in funding needed to make all the repairs to Santa Fe apartments.
3. Kay sent an email in support of adding projects in Sunnyslope to the prioritized GO Bond list to include funding for Acacia Library, Fire Station 7, Sunnyslope Community Center and for street repairs such as a round-about, speed bumps and red-light cameras in the Sunnyslope area.
4. Lilly sent an email in support of adding projects in Sunnyslope to the prioritized GO Bond list to include funding for Acacia Library, Fire Station 7, Sunnyslope Community Center and for street repairs such as a roundabout, speed bumps and red-light cameras in the Sunnyslope area.
5. Marcie Lynn sent an email in support of adding projects in Sunnyslope to the prioritized GO Bond list to include funding for Acacia Library, Fire Station 7, Sunnyslope Community Center and for street repairs such as a roundabout, speed bumps and red-light cameras in the Sunnyslope area.
6. Steve Moose sent an email in support of adding projects in Sunnyslope to the prioritized GO Bond list to include funding for Acacia Library, Fire Station 7, Sunnyslope Community Center and for street repairs such as a roundabout, speed bumps and red-light cameras in the Sunnyslope area.
7. Tim Miller sent an email in support of adding projects in Sunnyslope to the prioritized GO Bond list to include funding for Acacia Library, Fire Station 7, Sunnyslope Community Center and for street repairs such as a roundabout, speed bumps and red-light cameras in the Sunnyslope area.
8. Edward Wilbur sent an email in support of adding projects in Sunnyslope to the prioritized GO Bond list to include funding for Acacia Library, Fire Station 7, Sunnyslope Community Center and for street repairs such as roundabout, speed bumps and red-light cameras in the Sunnyslope area.
9. Emily Garcia sent an email in support of funding to develop the Estrella Village Civic Space.

10. Lori Wilke sent an email in support of funding to develop the Estrella Village Civic Space.
11. Abigail Tomich sent an email in support of the Vision Zero Action Plan and tree shade for pedestrians.
12. Robert Graham sent an email in support of including funding in the GO Bond to finish the greening initiative of lower Grand Avenue, from Van Buren Street to the I-10 overpass.
13. Wesley Ballew sent an email in support of funding to make the streets safer for all modes of transportation including sustainable modes, as well as the Vision Zero Action Plan and Electric Vehicles.
14. Jeremy Thacker sent an email in support of funding for Vision Zero.
15. Maria Speedle sent an email in support of funding for affordable housing and homelessness prevention.
16. Lizbeth Dominguez sent an email in support of funding for phase one of the Estrella Village Civic Space.
17. Catrina Kahler sent an email in support of all projects identified in the Prioritized Capital Needs and Future Capital Needs categories as well as additional capital needs projects brought forth for GO Bond funding and to increase funding for the arts beyond bond programs.
18. Melissa Barrera sent an email in support of the GO Bond and stated it is a great opportunity for the community.
19. Rebecca Perrera sent an email in support of improvements to the Laveen Area Conveyance Channel (LACC) and shared a visual tour of the area with the following link: <https://earth.google.com/earth/d/1zp6bzTJ2aVylB3q7J2iF-JBhgUPcUwt?usp=sharing> [earth.google.com].
20. Linda Abegg sent an email in support of adding funding to the GO Bond for the LACC Park improvement project.
21. Ben Zedner sent an email in support of adding funding to the GO Bond for the LACC Park improvement project.

22. Nerissa Lisonbee sent an email in support of adding funding to the GO Bond for the LACC Park improvement project.
23. Christina Amadio sent an email in support of adding funding to the GO Bond for the LACC Park improvement project.
24. Ann Bommersbach sent an email in support of using GO Bond funding to address deferred maintenance and repairs on city facilities before looking at new build/projects.
25. Deborah Cookson sent an email in support of funding for additional lighting at Pierce Park and to also repair the aging irrigation system at Old Cross Cut Linear Park from McDowell to Thomas Road.
26. Crissy Jung sent an email in support of funding for additional lighting in the “dead zone” areas of Pierce Park to ensure the safety of park users.
27. Brandon Nelson sent an email in support of funding to add Fire Station 20, located at Glendale Avenue and 7th Avenue, back to the list of prioritized bond projects.

Voicemails

There were no voicemail comments.

Social media statistics from August 13, 2022 – August 26, 2022

1 City of Phoenix Facebook Event Post

- 5 Likes

15 City of Phoenix Tweets (across three City accounts, including the City’s bilingual account)

- 1,529 Views
- 36 Likes
- 9 Retweets
- 8 Comments

7 GO Bond Meeting Videos on the City of Phoenix YouTube Account

- 1,450 views

Respectfully submitted,

Kari Lambert
Administrative Assistant I



City of Phoenix

To: General Obligation Bond Committee **Date:** September 13, 2022

From: Amber Williamson ^{AW}
Budget and Research Director

Subject: RESIDENT 2023 GO BOND PROGRAM COMMENTS

The Budget and Research Department compiles community feedback on the General Obligation Bond Program to provide to the GO Bond Committees and City Leadership. **Attachment A** transmits a summary of all community feedback received from July 1 to September 12, 2022.

Budget and Research staff maintains an e-mail address and a voice mailbox for residents to provide comments on the GO Bond Program. **Attachment B** transmits a summary of these comments from August 30 to September 12, 2022, as well as social media statistics.

The version of this report available online includes submissions to the 2023 GOPHX tool from August 27 to September 9, 2022, as **Attachment C**. There have been no Spanish submissions.

At www.phoenix.gov/bond, residents can access the 2023 GO Bond Committee Reports, including the electronic version of this report, and other GO Bond Program information.

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ATTACHMENT A

SUMMARY OF COMMUNITY FEEDBACK PROPOSED 2023 GENERAL OBLIGATION (GO) BOND PROGRAM JULY 1, 2022 – SEPTEMBER 12, 2022

Below is a summary of the comments received directly by the Budget and Research Department by phone and email, captured in minutes from GO Bond Committee meetings held through August 29, 2022, and through the GOPHX tool.

Comments for funding/support of GO Bond projects:

- (58) additional funding for Parks & Recreation projects, including (14) in support of improvements to the Laveen Area Conveyance Channel, (13) in support of Margaret T. Hance Park Improvements, and (11) supporting the Estrella Village Civic Space
- (47) in support of funding for Fire Department projects, including (31) requesting new and renovated fire stations, and (3) for more emergency vehicles
- (23) funding for repairs at Phoenix Center for the Arts
- (21) in support of street improvements, including (6) for street improvements in Sunnyslope, (5) for Vision Zero Implementation, (2) requesting new sidewalks, (1) supporting the Pavement Maintenance Supplement, and (2) supporting Equity Based Transportation Mobility
- (15) additional funding for heat resiliency and mitigation projects, including (7) requesting more shade structures and shade trees and (1) requesting additional funding to install water stations at bus stops
- (13) additional funding to shelter individuals experiencing homelessness and provide supportive services
- (11) in support of funding for City Facility Americans with Disabilities Act (ADA) improvements, including (8) for Phoenix Theater
- (9) in support of funding for branch libraries, including (6) supporting a new library in the Sunnyslope area, (1) at Estrella Civic Space and (1) for improvements to Acacia Branch
- (9) funding for the Arizona Jewish Historical Society Holocaust Education Center
- (8) in support of the Herberger Theater Center Theatrical Improvements
- (7) additional funding for improvements to the Sunnyslope Community Center
- (7) additional funding for public transportation and bus stops, including (2) for more transit in the West Valley
- (7) funding for storm drainage and flood control projects, including (2) supporting the implementation of bioswales
- (6) in support of funding for police stations, including (3) for the Cactus Park Precinct & Northern Command Center Relocation
- (6) funding for repairs at Santa Fe Springs Apartments
- (6) additional funding for affordable housing projects, including (1) more affordable housing options in the Garfield neighborhood
- (6) in support of the Children's Museum of Phoenix Expansion
- (6) additional funding to support first responders and overall public safety
- (5) additional funding for greening efforts on lower Grand Avenue

- (5) funding for science and technology initiatives, including (1) to support the partnership between the Biomedical Research Institute of Arizona (BRIA) and Pathfinder
- (5) funding for the Arizona Science Center
- (4) in support of funding Expansion of The Parsons Center for Health and Wellness
- (3) additional funding for solar panel installation, with (2) specifically requesting them at non-profit facilities and low-income residences
- (3) in support of electric vehicle charging infrastructure
- (3) in support of funding for deferred maintenance of city facilities
- (3) funding for cultural facilities, including (1) request for an Asian Cultural Center
- (2) funding for irrigation at Old Cross Cut Canal Park
- (2) funding for educational services
- (2) funding for Rio Reimagined
- (2) funding for water conservation efforts
- (2) funding for historic preservation projects
- (2) in support of funding all prioritized and future Arts & Culture capital needs
- (2) in support of the GO Bond Program
- (2) in support of building skate parks
- (2) funding for bike-friendly initiatives and bikeway renovations
- (1) in support of Symphony Hall Theatrical Venue Improvements
- (1) in support of the Latino Cultural Center
- (1) additional funding for mental health response to calls for service
- (1) funding for animal control facility improvements
- (1) funding for indoor play spaces
- (1) funding to improve connectivity along the Rio Salado between South Phoenix and Downtown
- (1) funding to pave the wash located north of John Jacobs Elementary School
- (1) funding for Pueblo Grande Museum and Archaeologic Park Improvements
- (1) in support of South Phoenix Youth Center Improvements
- (1) funding for a Resilient Energy Hub
- (1) funding to building a Cold War Monument at Steele Indian School Park
- (1) funding for improvements to recycling facilities
- (1) in support of a splash pad at Marivue Park
- (1) funding to expand the Tres Rios Wetlands
- (1) in support of the Valley Youth Theater Permanent Home Project
- (1) funding for improvements to the 99th Avenue Wastewater Treatment Plant
- (1) funding for a community center in the Metrocenter area

Comments for reduced funding/opposition of GO Bond Projects:

- (7) opposed funding of police facilities and equipment, including (1) Maryvale Police Precinct and (1) Police Driver Training Track
- (4) opposed funding for projects using fossil fuels

- (3) opposed funding for Parks & Recreation, including (1) opposed to funding for more pools and (1) opposed to funding golf courses
- (1) opposed funding for Orpheum Theatre and Tovrea Castle preservation projects
- (1) requesting reduced funding for Rio Reimagined
- (1) opposed funding for private residential historic preservation projects
- (1) opposed funding for Neighborhood Traffic Mitigation
- (1) opposed funding for Choice Neighborhoods Housing Development Gap Funding
- (1) opposed funding for the Yucca Branch Library Expansion
- (1) opposed to current Latino Cultural Center project plan
- (1) opposed funding for planting trees that cannot be maintained

ATTACHMENT B

VOICEMAIL, ELECTRONIC, AND WRITTEN GO BOND PROGRAM COMMENTS AUGUST 30, 2022 – SEPTEMBER 12, 2022, AND SOCIAL MEDIA STATISTICS

Emails

1. Linda Ballinger sent an email in support of using GO Bond funding towards geographic expansion for fire services and keep response times at five minutes or less.
2. James Ballinger sent an email in support of using GO Bond funds towards geographic expansion to broaden fire services and keep response times at five minutes or less.
3. Nicole Dizon sent an email in support of funding to add more lighting to Pierce Park.
4. George Barnes sent an email in support of funding to add more lighting to Pierce Park.
5. Christina Eichelkraut sent an email support of funding to add more lighting to Pierce Park.
6. Mike Rosek sent an email in support of adding \$4.9 million to upgrade the Laveen Area Conveyance Channel (LACC) to a Prioritized Capital Need, to make it a usable safe and walkable pedestrian park.
7. Virginia Gnepper sent an email in support of adding \$4.9 million to upgrade the LACC to a Prioritized Capital Need, to make it a usable safe and walkable pedestrian park.
8. Rae Jeffrey sent an email in support of adding \$4.9 million to upgrade the LACC to a Prioritized Capital Need, to make it a usable safe and walkable pedestrian park.
9. Margaret Shalley sent an email in support of adding \$4.9 million to upgrade the LACC to a Prioritized Capital Need, to make it a usable safe and walkable pedestrian park.
10. Tracy Smith sent an email in support of funding for the LACC improvement project.
11. Diana Aguilera sent an email in support of funding for the LACC improvement project.
12. Joe Roselle sent an email in support of funding for the LACC improvement project for safety, health related concerns, additional venue space, and recreation and community prosperity.
13. Carol Crockett sent an email in support of funding to add fire stations so the Fire Department can meet all needs.

14. Tabitha Myers sent an email of support for funding for Vision Zero Implementation, to have safer streets and to design neighborhood streets for traffic calming.
15. Michael Cantor sent an email in support of funding to make pickleball available at all city parks/community centers by purchasing moveable nets for indoor/outdoor pickleball and painting current tennis courts with pickleball lines so they can be dual purpose.
16. Eric Jones sent an email in support of funding to turn the vacant land owned by the city next to Inspiration Mountain Elementary School on Inspiration Mountain Parkway into a community park.
17. Pam Throw sent an email in support of funding to deal with homelessness, addiction, and mental health.
18. Janine Skinner sent an email in support of the Expansion of The Parsons Center for Health and Wellness, which would support the Southwest Center, one-n-ten and the Valleywise Community Health Center and would support the City's objective to eliminate stigma, increase access to care, end HIV by 2030.
19. Christina Petas sent an email in support of the Expansion of The Parsons Center for Health and Wellness, which would support the Southwest Center, one-n-ten and the Valleywise Community Health Center and would support the City's objective to eliminate stigma, increase access to care, end HIV by 2030.
20. Heather Smith sent an email in support of the Expansion of The Parsons Center for Health and Wellness, which would support the Southwest Center, one-n-ten and the Valleywise Community Health Center and would support the City's objective to eliminate stigma, increase access to care, end HIV by 2030.
21. Vance Pierce sent an email in support of funding for the LACC improvement project and to provide more shade; building basic metal tree like structures that native plants can grow in and create shade rather than planting trees that will not get watered.
22. Vania Guevera sent an email in opposition of funding for fossil fuel infrastructure and police vehicles, and supported funding for heat mitigation, trees, cool corridors, and urban greenways in South and West Phoenix.
23. Jess Bristow sent an email in opposition of funding for fossil fuels and police, and supported funding for heat mitigation.
24. Manuel Ochoa sent an email in opposition of funding for police vehicles and supported additional funding to invest in better bus stop infrastructure to include large trees planted for more shade at the bus stops.

25. Savanna Enriquez sent an email in opposition of funding for fossil fuels and police, and supported funding for heat mitigation and safer walkable streets.
26. Rebecca Davidson sent an email in opposition of funding for fossil fuel infrastructure and police, and supported funding for diverse transportation, more trees to absorb harmful air pollutants and heat resiliency in Black and Latino communities.
27. Dianne Barker sent an email in support of funding to add more trash containers and necessary shade trees or shade structures at all bus and light rail stops.
28. Bianca Jimenez sent an email commenting on discussion from the Sept. 12 meeting of the Environment and Sustainability Subcommittee and recommended projects be ranked through an equity lens. Ms. Jimenez also advocated for infrastructure improvements and equipment replacement that focuses on heat mitigation and sustainable solutions, referencing the following AIA Metro Phoenix Design Competition Project:
<https://www.dropbox.com/s/67ye3m1k76wu07k/48%20Submission.pdf?dl=0>
29. Roy Dawson sent an email requesting his written statement be included in the public comments, attached below, in support of funding to redevelop Esteban Park to include a state-of-the-art community center

Voicemails

1. Elaine Warner left a voice message in support of fully funding the Fire Department.

There were no voicemail comments.

Social media statistics from August 27, 2022 – September 9, 2022

1 City of Phoenix Facebook Event Post

- 9 Likes

22 City of Phoenix Tweets (across three City accounts, including the City's bilingual account)

- 2,525 Views
- 47 Likes
- 17 Retweets
- 6 Comments

17 GO Bond Meeting Videos on the City of Phoenix YouTube Account

- 715 views

Respectfully submitted,

Kari Lambert
Administrative Assistant I

**PHOENIX BOND DRIVE SPEECH
GOOD AFTER MR./MADAM. CHAIRMAN**

THANK YOU FOR THE PRIVILEGE TO SHARE THE FOLLOWING REMARKS:

MY NAME IS ROY THOMAS DAWSON, I CURRENTLY RESIDE IN GOODYEAR ARIZONA, HOWEVER, SEVENTY (70) YEARS AGO, I WAS NINE YEARS OLD AND LIVED AND WORK IN OUR FAMILY BUSINESS WHICH WAS HOUSED NEAR THE CORNER OF 40TH STREET AND BROADWAY ROAD IN THE OKEMAH NEIGHBORHOOD. MY PARENTS, THE REVEREND ROBERT AND MRS. PERLEANER DAWSON AND THEIR EIGHT CHILDREN WERE IN THE FARMING BUSINESS – COTTON FARMING TO BE SPECIFIC. WE PICKED COTTON FOR A LIVING AND I ONCE HAD COTTON PICKING MIND

LIKE MOST OF THE COLORED FOLKS AND NEGROES WHO LIVED IN PHOENIX, WE WERE RECRUITED FROM TEXAS, ARKANSAS, LOUISIANA AND OKLAHOMA TO DO THE WORK THAT WAS CONSIDERED SUITABLE FOR US. OUR HOUSES WERE CLOSE TO THE FIELDS AND AS LONG AS WE WENT AND CAME- STAYED IN OUR PLACE, WE WERE PRETTY MUCH LEFT ALONE TO MAKE OUR WAY WITH WHAT WE WERE GIVEN OR ALLOWED TO HAVE.

70 YEARS AGO, ALL OF ARIZONA'S SCHOOLS WERE SEGREGATED AND SEPARATED, ALL OUR TEACHERS WERE COLORED OR NEGRO AS WERE ALL OUR SCHOOL ADMINISTRATORS. THE ONLY PLAYGROUND AND POOL IN A COLORED OR NEGRO COMMUNITY WAS EAST LAKE PARK, SOME 5.5 MILES FROM MY HOUSE. THE ONLY OTHER RECREATION OR PLAY GROUND OPTIONS WE HAD WAS TO STAY AFTER SCHOOL AND USE THE BALL DIAMOND OR THE DIRT BASKETBALL COURTS; FIND A VACANT LOT NEAR THE HOUSE AND BUILD OUR OWN PLAY GROUND AND TRY TO LEARN TO SWIM IN THE UNSAFETY OF THE CANALS THAT FED THE FILDS NEAR OUR HOMES. I WAS A JUNIOR IN COLLEGE BEFOR I LEARNED TO SWIM! IT WAS ALSO DURING THIS PERIOD THAT MY COTTON-PICKING MIND WAS FORMED. IN MY MIND, WHAT I HAD WAS ALL I WAS GOING TO GET AND TO ASK FOR MORE WAS CULTURALLY DISCOURAGED PHYSICALLY DANGEROUS!

I HAVE SINCE GONE ON TO FINISH IN THE ROOSEVELT ELEMENTARY SCHOOL DISTRICT START AT SOUTH MOUNTAIN SCHOOL BUT WORK MY WAY THROUGH THE LOS ANGELES CITY HIGH SCHOOL AND UNIVERSITY SYSTEMS AS AN EMPLOYEE OF THE LOS ANGELES CITY DEPARTMENT OF RECREATION AND PARKS. I DIRECTED RECREATION CENTERS IN WATTS, EAST LOS ANGELES SOUTH CENTRAL LOS ANGELES AND INGLEWOOD CALIFORNIA. MY LAST CITY POSITION WAS AS MANAGER OF THE LOS ANGELES CITY HUMAN RELATIONS BUREAU, WHERE FOR FOUR YEARS, I WAS EXPOSED TO THE POLITICAL, RACIAL AND SOCIAL JUSTICE ISSUES CITY WIDE. IT WAS FROM THESE POSITIONS "I LOST MY COTTON-PICKING MIND."

I RETURNED TO ARIZONA AND LIVED IN SOUTH PHOENIX FROM 1980 UNTIL MY JOB TRANSFERRED MY FAMILY TO ILLINOIS IN 1990. FROM THAT POINT, AND PRIOR TO MY RETIREMENT IN 2005, MY CAREER EXPANDED TO THAT OF A C-SUITE EXECUTIVE WITH WORLD-WIDE RESPONSIBILITY FOR HUMAN RESOURCES IN A FORTUNE 50 CORPORATION WITH MAJOR DIVISIONS IN SOUTH PHOENIX, ARIZONA. LIVING AND WORKING ALL OVER THE WORLD HAS HELPED ME UNDERSTAND HOW INDIFFERENCE, UNCARING AND INSENSIBILITY HAS MANIFESTED AMONG US. IT HAS MADE IT EASIER TO LOOK BACK AND SEE THAT PEOPLE OF COLOR SOUTH OF THE RIVER BOTTOM WERE NEVER A PRIORITY WHEN IT CAME TO QUALITY OF LIFE AND WELL BEING.

AS A COMMITTEE PERSON, YOU WOULD HAVE TO BE UNQUALIFIED AND UNSEEING IF YOU DIDN'T KNOW OUR RECREATION FACILITIES ARE BASICALLY A STEP UP FROM GRASS FIELDS WITH A BUILDING. YOU WOULD BE UNQUALIFIED IF YOU COULD NOT SEE AND RECOGNIZE THE DIFFERENCE BETWEEN WHAT IS BUILT IN OTHER AND WHAT IS "GOOD ENOUGH FOR OURS.:

AT ISSUE, IS HOW TO DO THE RIGHT THING WITHOUT OVERBUILDING AND OVERSPENDING THE MASTER PLAN? HOW DO YOU GIVE OUR CHILDREN AND FAMILIES WHAT THEY NEED AT THE EXPENSE OF THOSE YOU THINK DESERVE MORE? IN OTHER WORDS, ARE YOU ABLE TO RECOGNIZE AND MANAGE YOUR HISTORICAL BIASES TOWARD GIVING OTHER COMMUNITIES WHAT THEY WANT AND NEVER GIVING US WHAT WE NEED AND HAVE LONG SINCE PAID FOR IN

TAXES AND SERVICES. IN OTHER WORDS, ARE YOU WILLING TO PAY THE POLITICAL AND FINANCIAL COST TO ATTAINING EQUITY.

WHILE I NO LONGER LIVE IN THE EIGHT DISTRICT, TWO OF OUR FIVE DAUGHTERS AND THEIR FAMILIES DO. THE MAJORITY OF MY EXTENSIVE VOLUNTEER WORK IS WITH FAMILIES AND ORGANIZATIONS THAT ALSO LIVE AND WORK IN SOUTH PHOENIX. THE EVIDENCES OF THE HISTORICAL TRAUMA AND FEELINGS OF UNWORTHINESS ARE MANIFESTED IN EDUCATION, EMPLOYMENT AND CRIMINAL JUSTICE DATA.

THIS MAY BE THE LAST OPPORTUNITY WE HAVE TO DO THE RIGHT THING AND MAKE ESTEBAN PARK WHAT IT SHOULD BE, A STATE OF THE ARTS FACILITY THAT RECOGNIZES THE PAST DISCRIMINATORY DECISIONS AND COMMITS NOW TO RIGHT THE HISTORICAL INEQUITIES. PLAY MATTERS, BUT THE RIGHT PLAY CHANGES LIVES.

I ASK YOU TO DO THE RIGHT THING!

THANKS



Executive Summary

Launched on July 1, 2022, the GOPHX Tool was designed to engage the public in the development of the \$500 million General Obligation (GO) Bond Program proposed by the City of Phoenix. This interactive tool is available in both English and Spanish, and gives residents an opportunity to provide feedback on prioritized projects recommended through the City's Capital Needs Study, as well as to share community priorities and ideas for capital projects that could be included in the GO Bond Program.

Between July 1 and September 9, there were 116 submissions and 2,659 interactive page views.

Throughout the period of GO Bond Committee meetings, Budget and Research staff will provide reports summarizing the data collected through the GOPHX tool. Reports are broken out by Council district and will include the following information:

- Number of submissions received;
- Demographic information;
- Average submission per district or the percentage of "yes" or "no" submissions; and,
- All comments received.

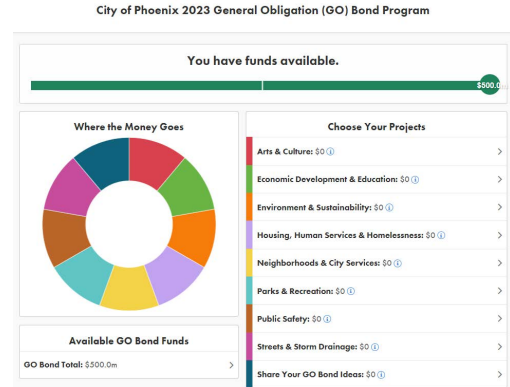
Budget and Research staff respond to comments received via the GOPHX tool, as appropriate. Reports are published on the City of Phoenix GO Bond website at phoenix.gov/bond.

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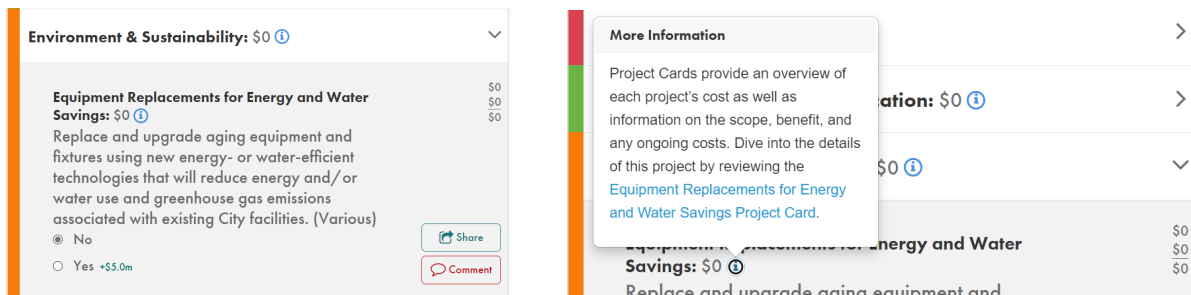
GOPHX Tool Overview.....	1	Arts & Culture.....	21
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GOPHX Tool Overview

The GOPHX interactive tool is loaded with the prioritized projects identified by City departments in the Capital Needs Study. These projects are organized into the following categories, which coincide with each General Obligation (GO) Bond subcommittee. When residents open the tool, they have \$500 million in GO bond funds available to spend.



The default selection for each project is "No". To proceed through the tool, residents review each proposed project and indicate their support for including it in the GO Bond Program by selecting "Yes". Residents also have the opportunity to review Project Cards, which are linked to each project.



Environment & Sustainability: \$0 ⓘ

Equipment Replacements for Energy and Water Savings: \$0 ⓘ

Replace and upgrade aging equipment and fixtures using new energy- or water-efficient technologies that will reduce energy and/or water use and greenhouse gas emissions associated with existing City facilities. (Various)

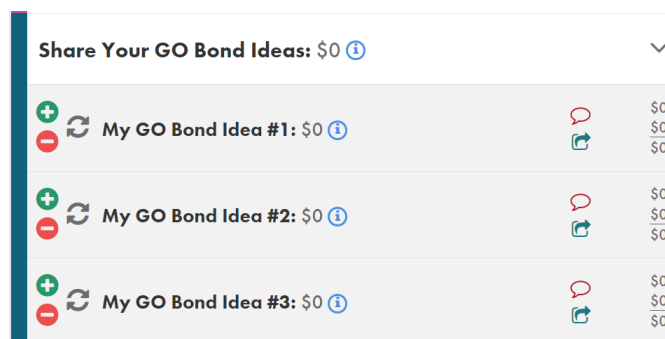
No Yes +\$5.0m

Share Comment

More Information

Project Cards provide an overview of each project's cost as well as information on the scope, benefit, and any ongoing costs. Dive into the details of this project by reviewing the [Equipment Replacements for Energy and Water Savings Project Card](#).

Under "Share Your GO Bond Ideas," residents can propose projects that were not already included as a prioritized project. Plus or minus buttons, as well as a comment button, allow residents to share the costs and details of their project ideas. The list of Future Capital Needs identified in the Capital Needs Study is also linked in the tool for review.

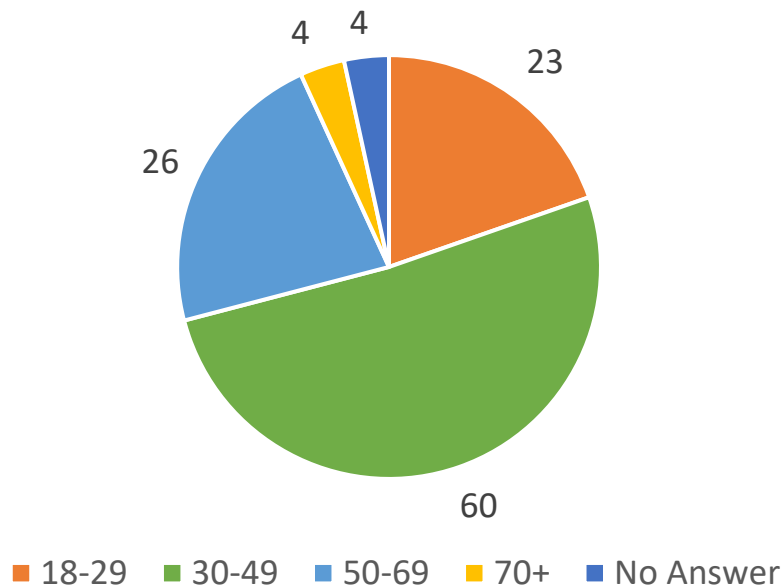


Share Your GO Bond Ideas: \$0 ⓘ

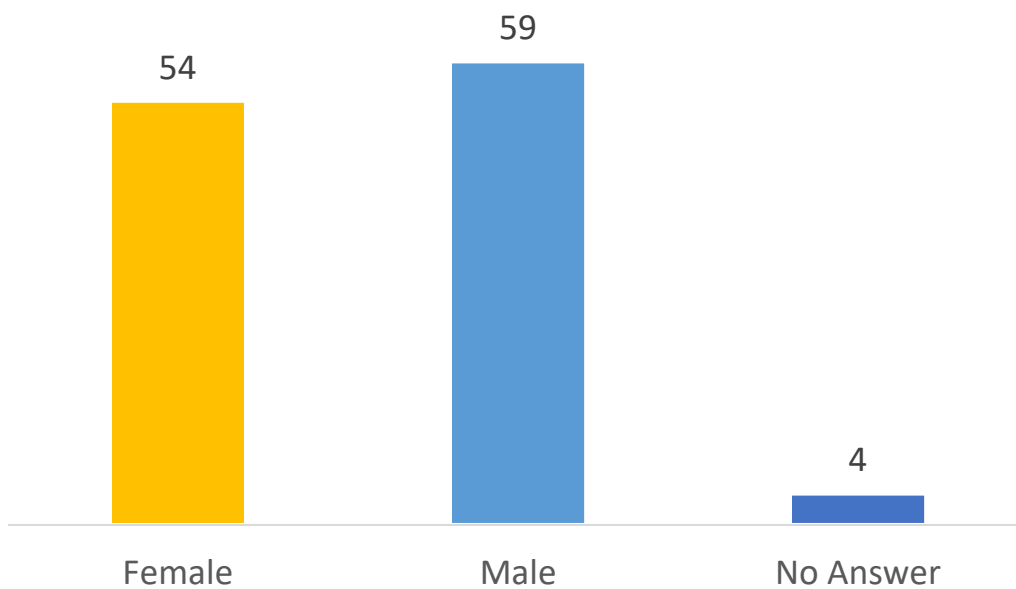
- My GO Bond Idea #1: \$0 ⓘ
- My GO Bond Idea #2: \$0 ⓘ
- My GO Bond Idea #3: \$0 ⓘ

Citywide – as of September 9, 2022

Submissions by Age Range

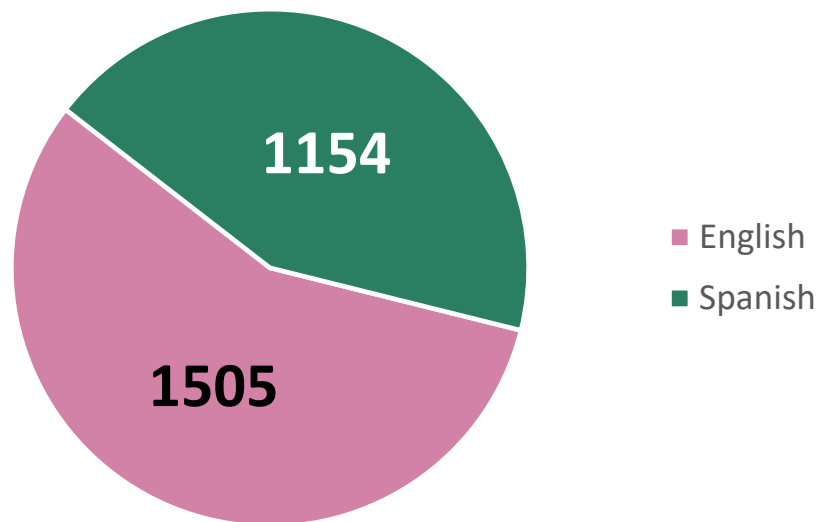


Submissions by Gender

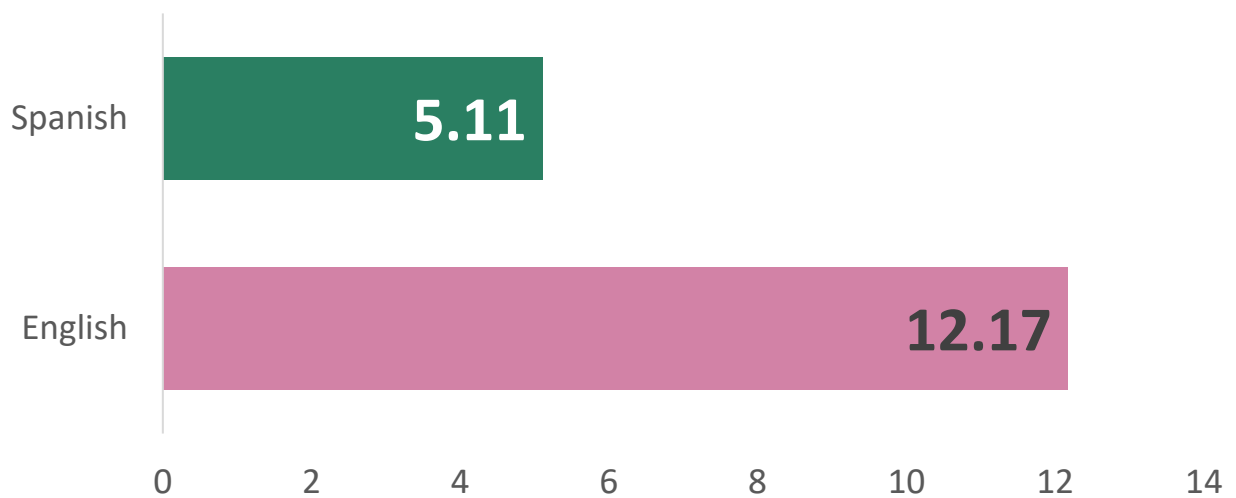


Citywide – as of September 9, 2022

Site Views



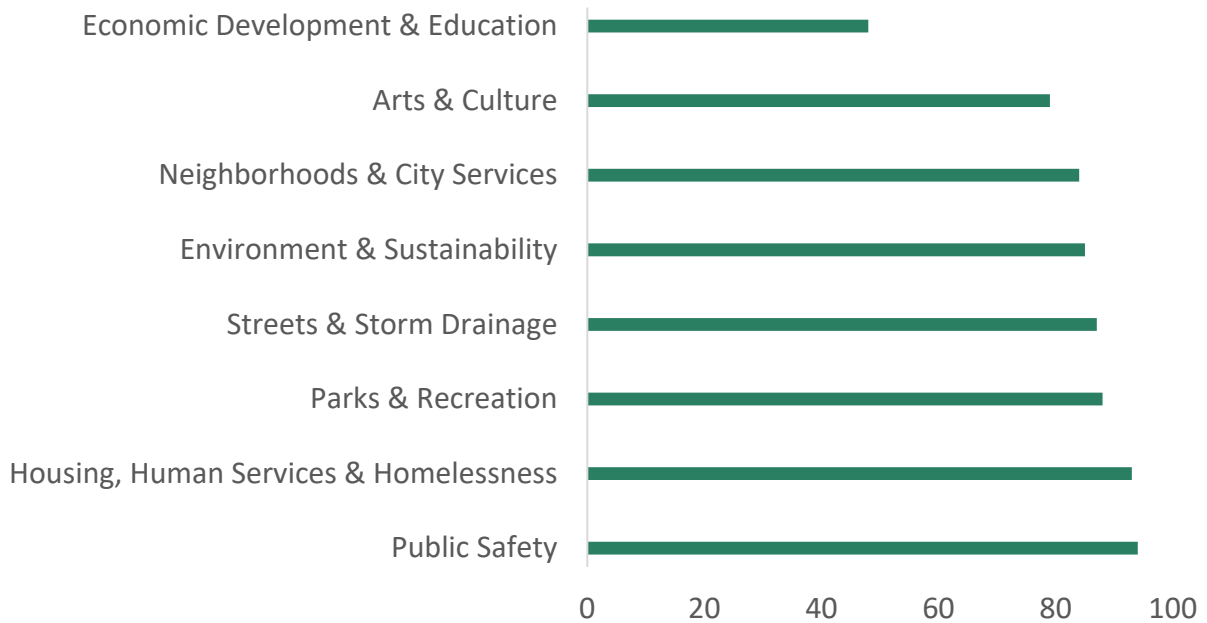
Time Spent on Site (Minutes)



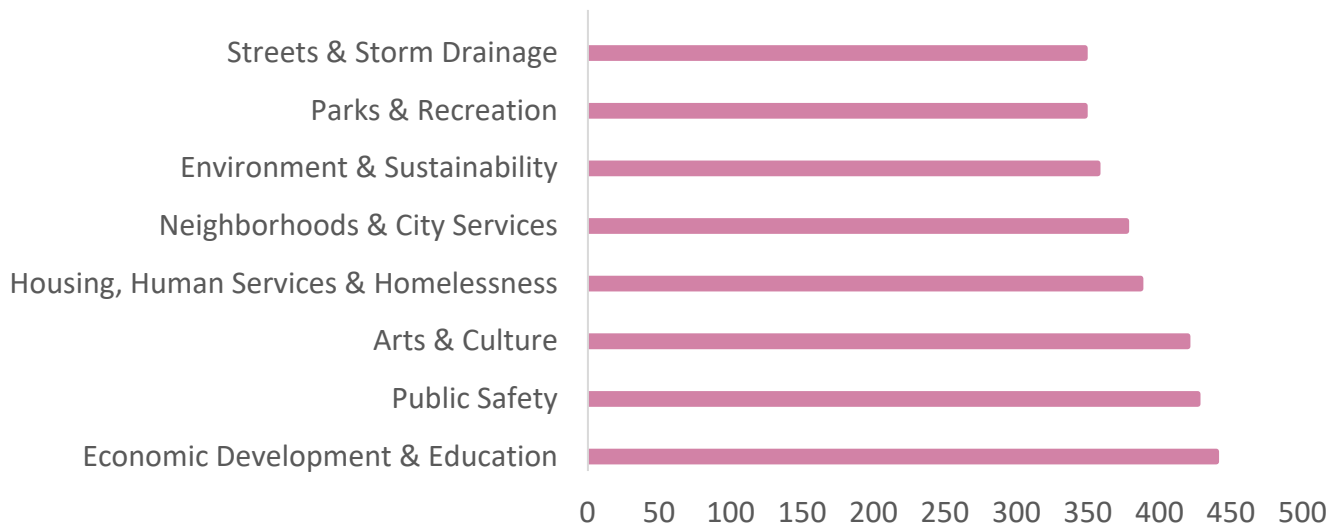


Citywide – as of September 9, 2022

Categories Changed



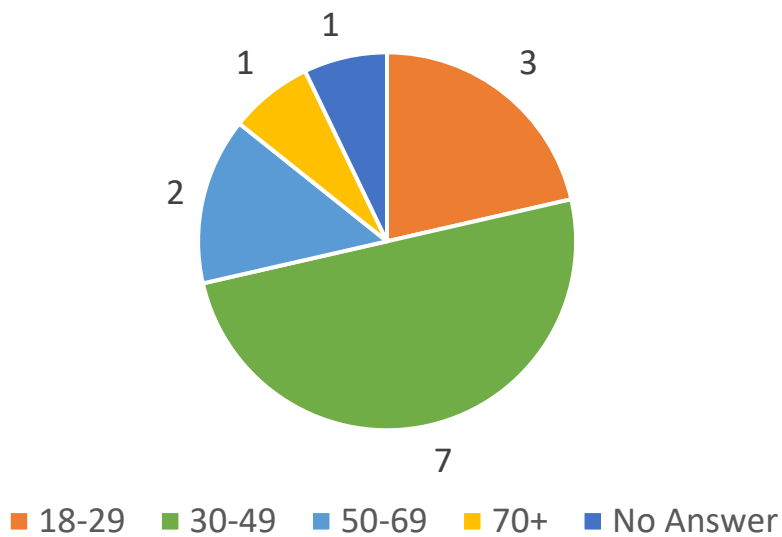
Categories Opened



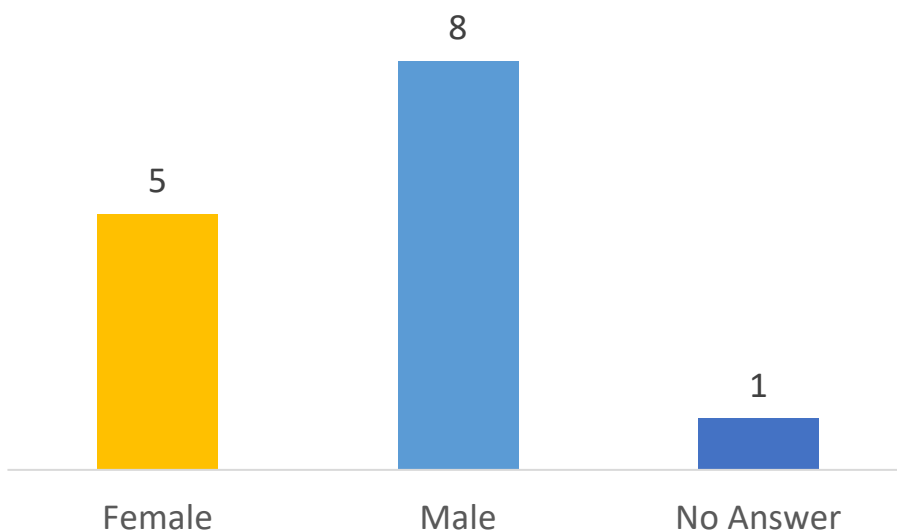
Reflects all site activity which may or may not have resulted in an actual submittal, including repeat submissions.

District 1 – as of September 9, 2022

Submissions by Age Range



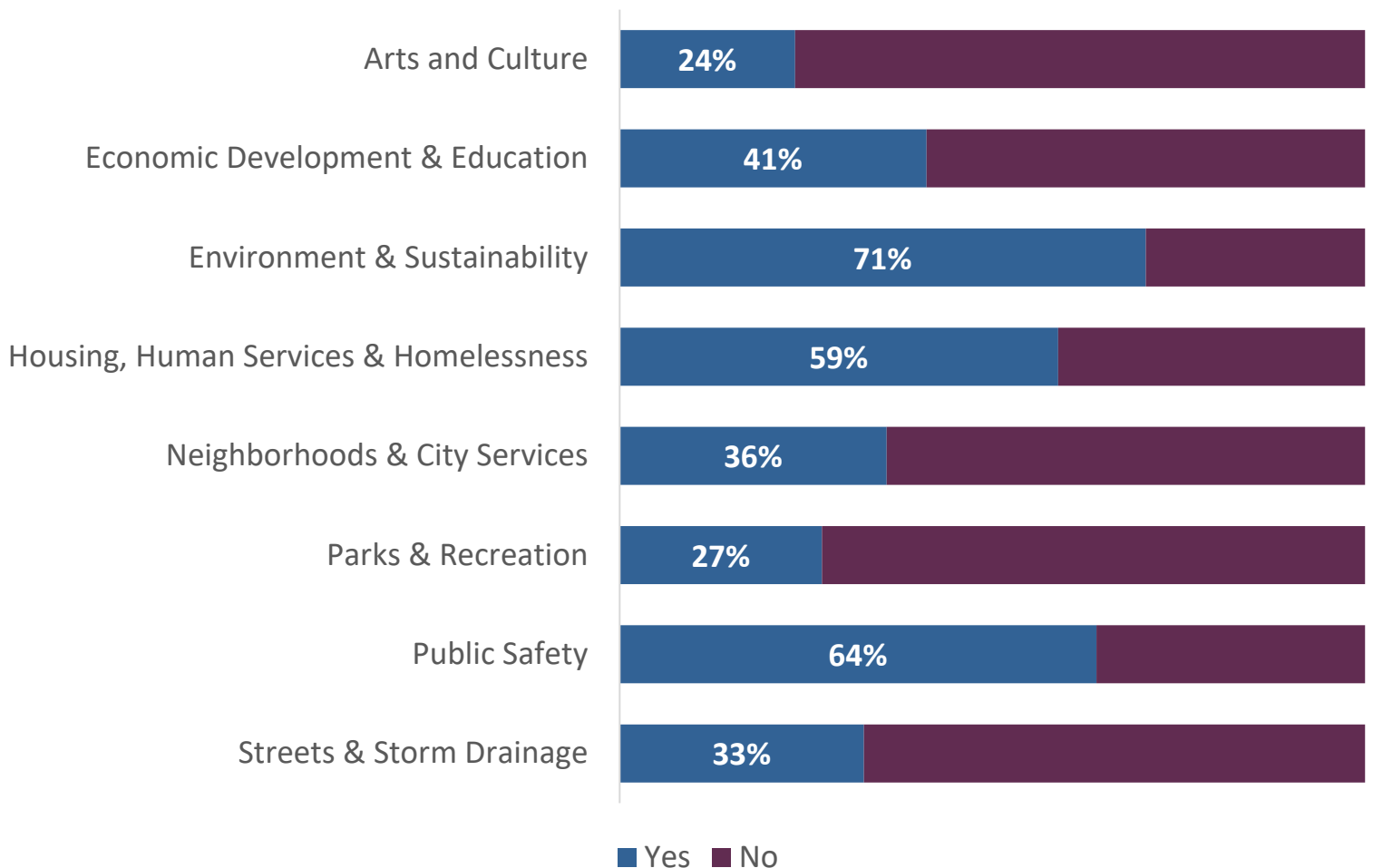
Submissions by Gender



District 1 – as of September 9, 2022

Resident Responses

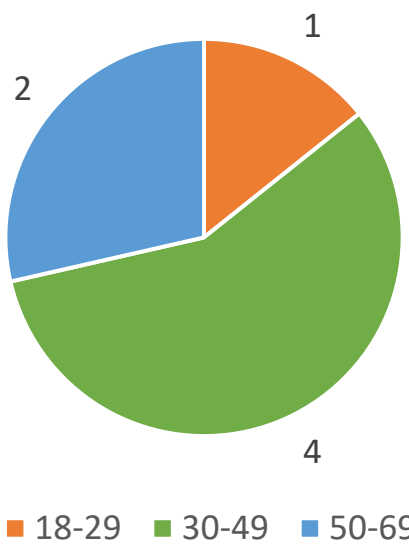
The percent of District 1 residents indicating “yes or “no” for all categories



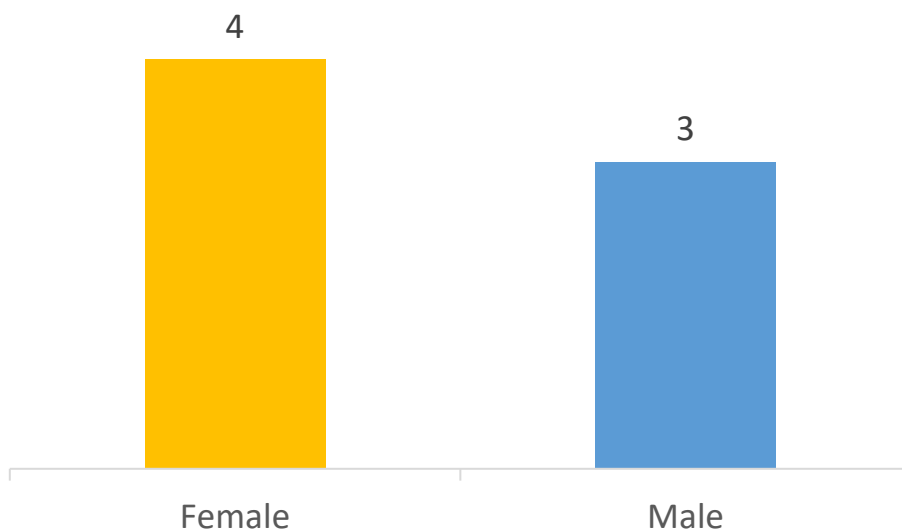
number of submissions (N) = 14

District 2 – as of September 9, 2022

Submissions by Age Range



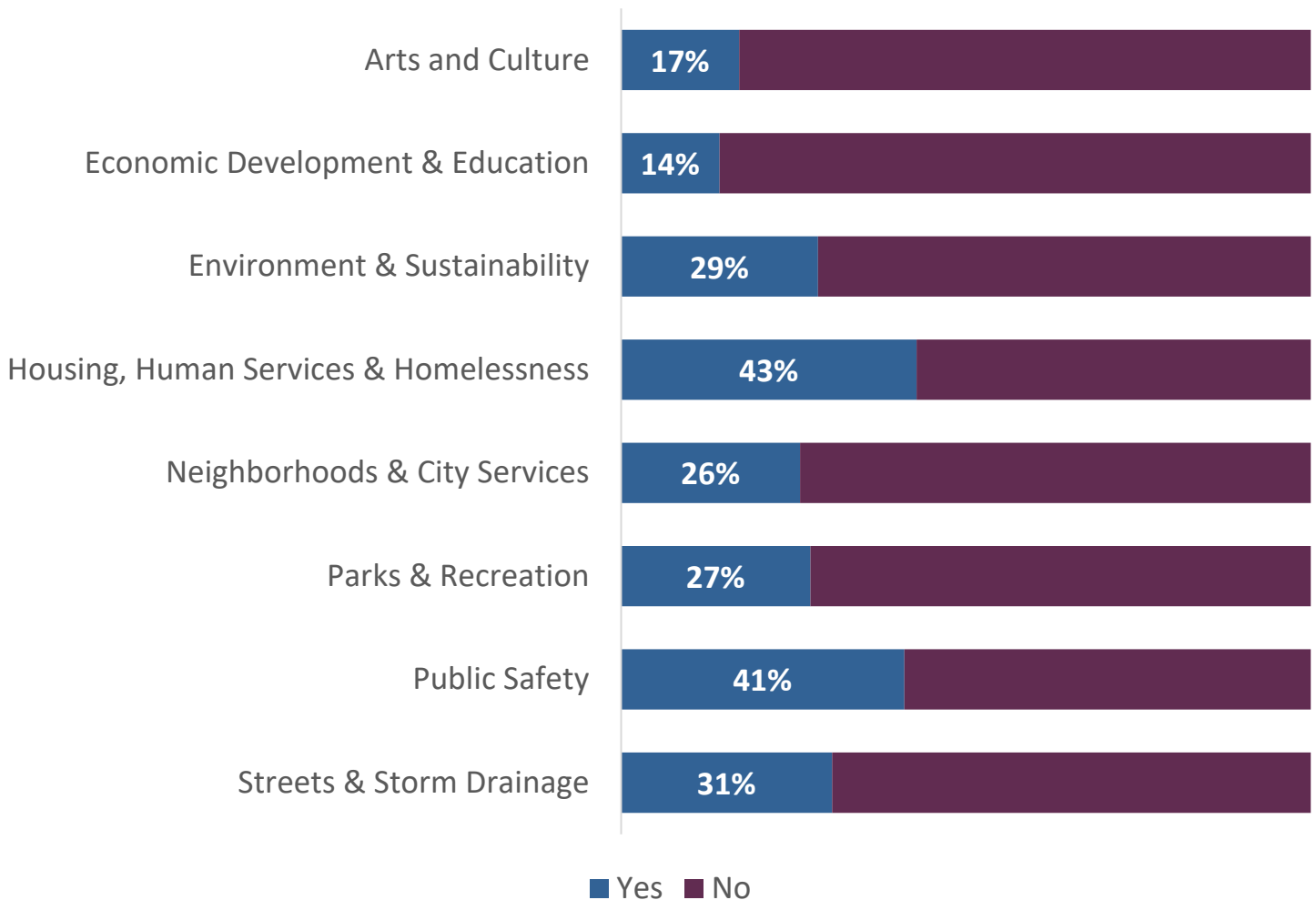
Submissions by Gender



District 2 – as of September 9, 2022

Resident Responses

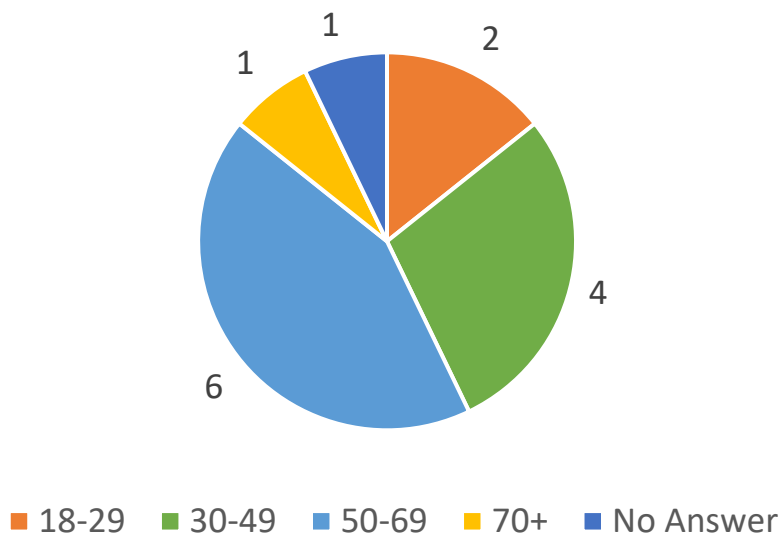
The percent of District 2 residents indicating “yes or “no” for all categories



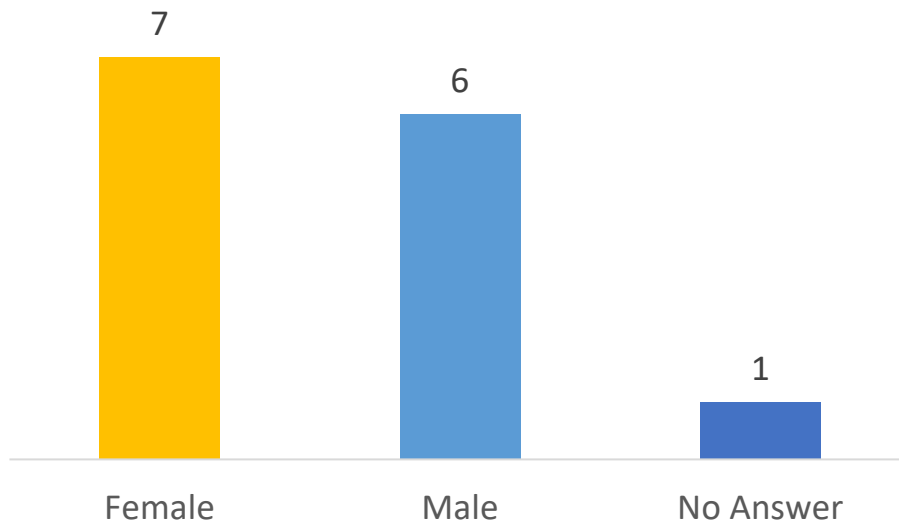
number of submissions (N) = 7

District 3 – as of September 9, 2022

Submissions by Age Range



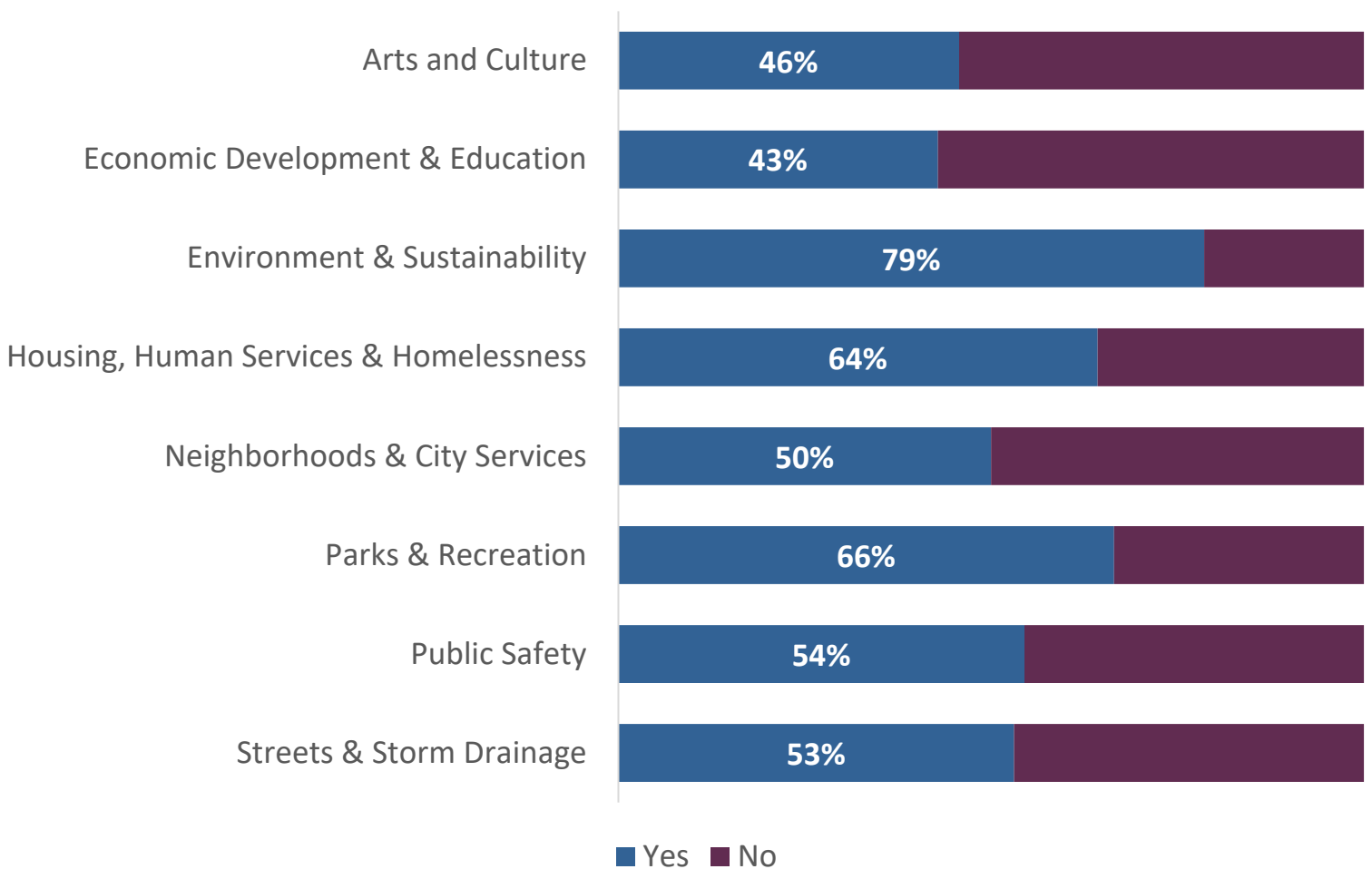
Submissions by Gender



District 3 – as of September 9, 2022

Resident Responses

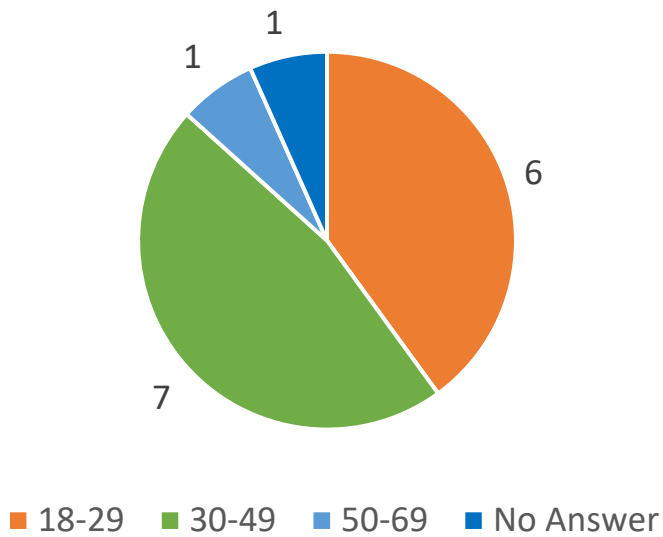
The percent of District 3 residents indicating “yes or “no” for all categories



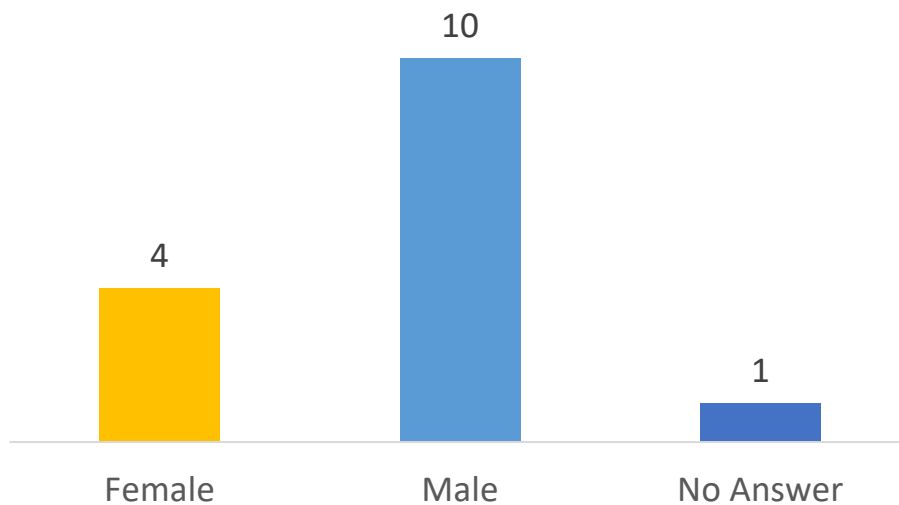
number of submissions (N) = 14

District 4 – as of September 9, 2022

Submissions by Age Range



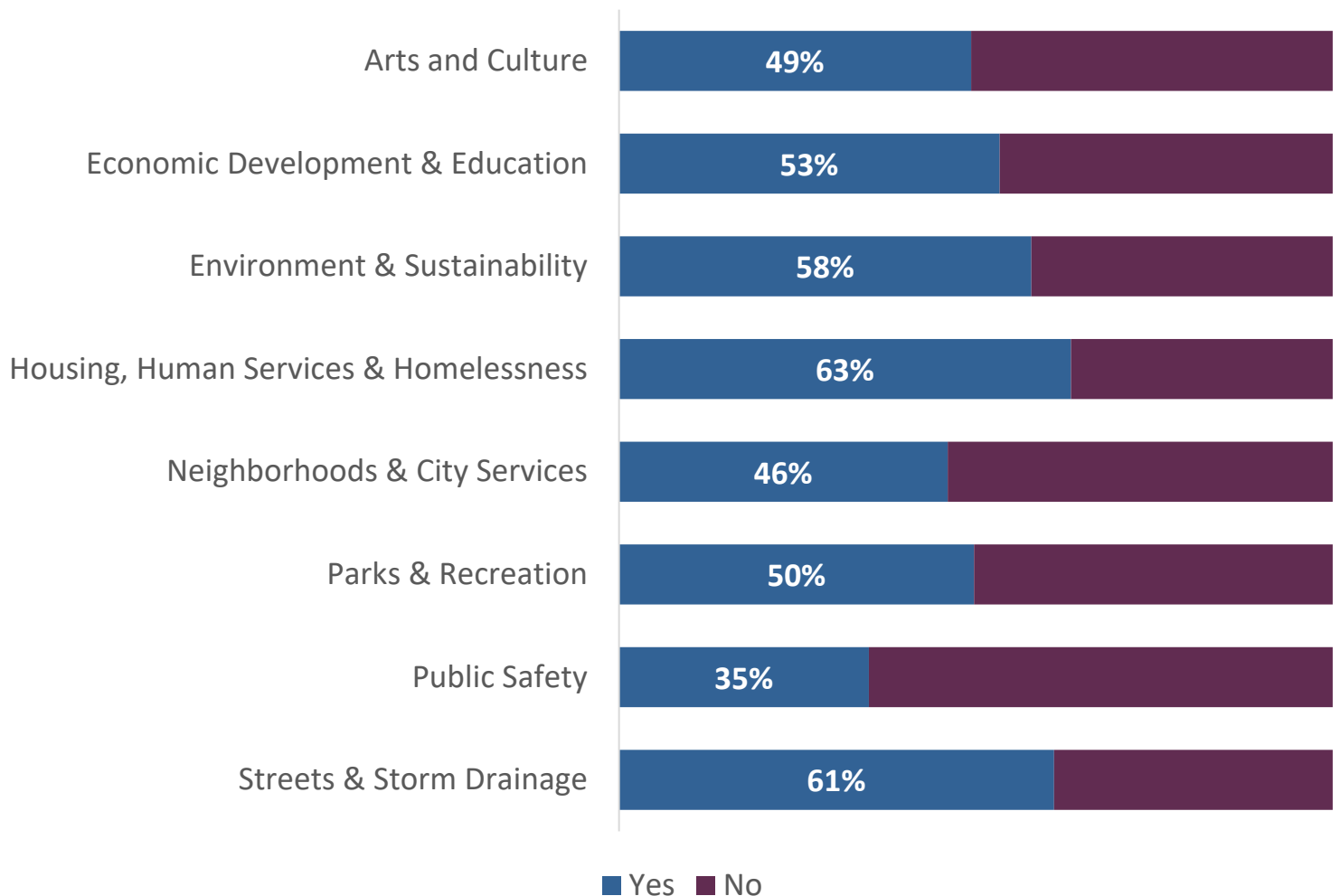
Submissions by Gender



District 4 – as of September 9, 2022

Resident Responses

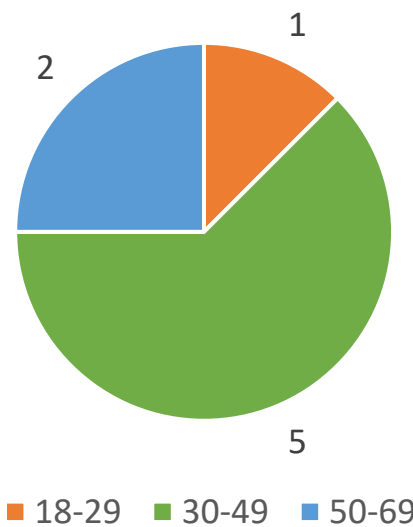
The percent of District 4 residents indicating “yes or “no” for all categories



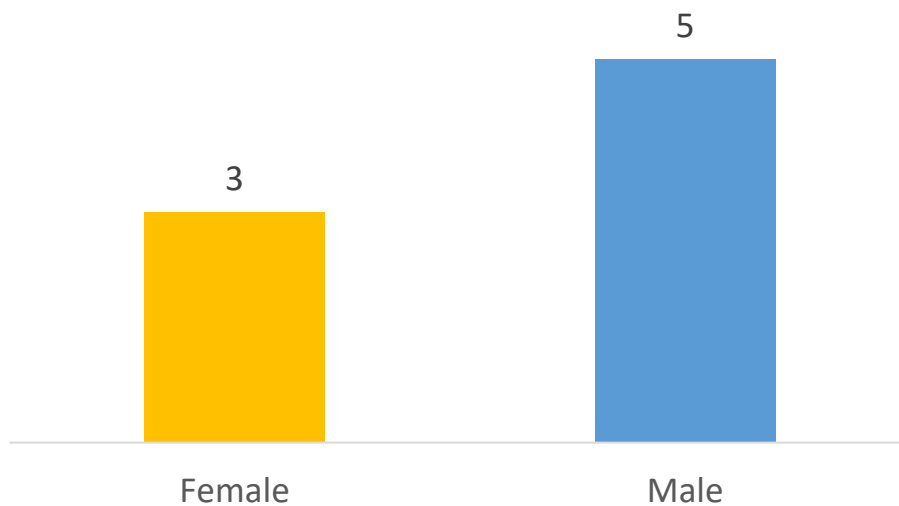
number of submissions (N) = 15

District 5 – as of August 26, 2022

Submissions by Age Range



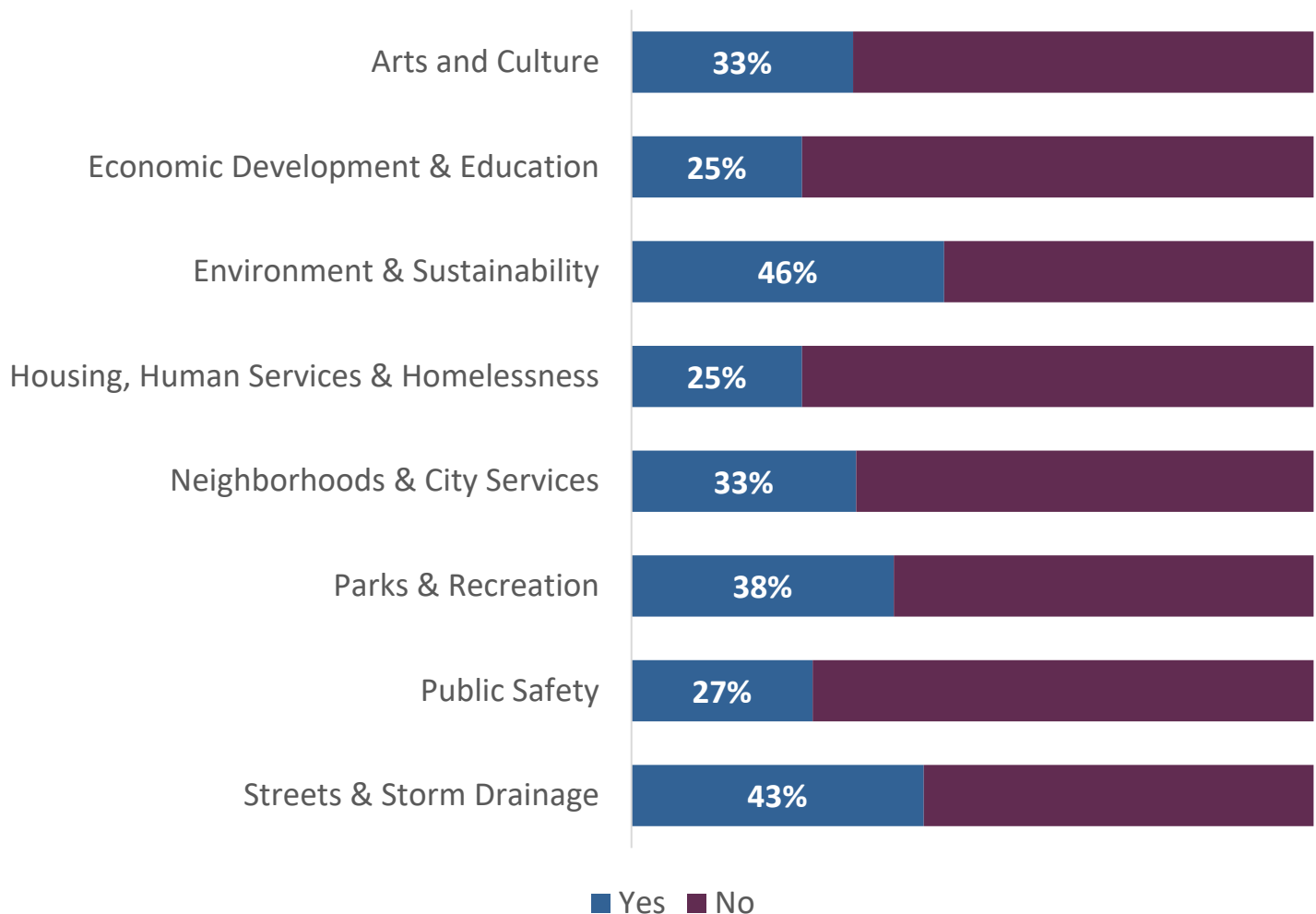
Submissions by Gender



District 5 – as of August 26, 2022

Resident Responses

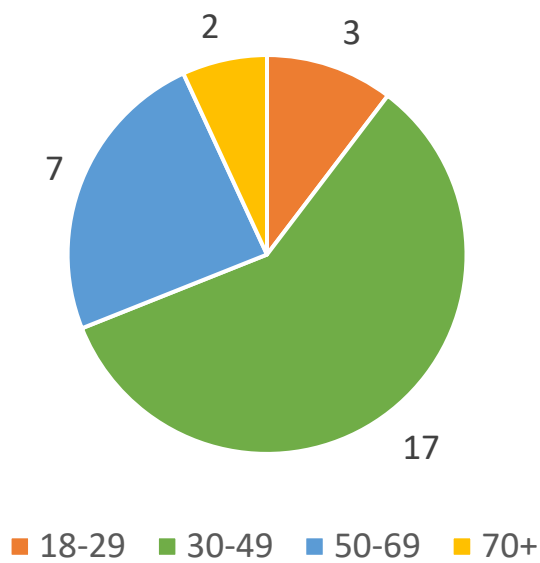
The percent of District 5 residents indicating “yes or “no” for all categories



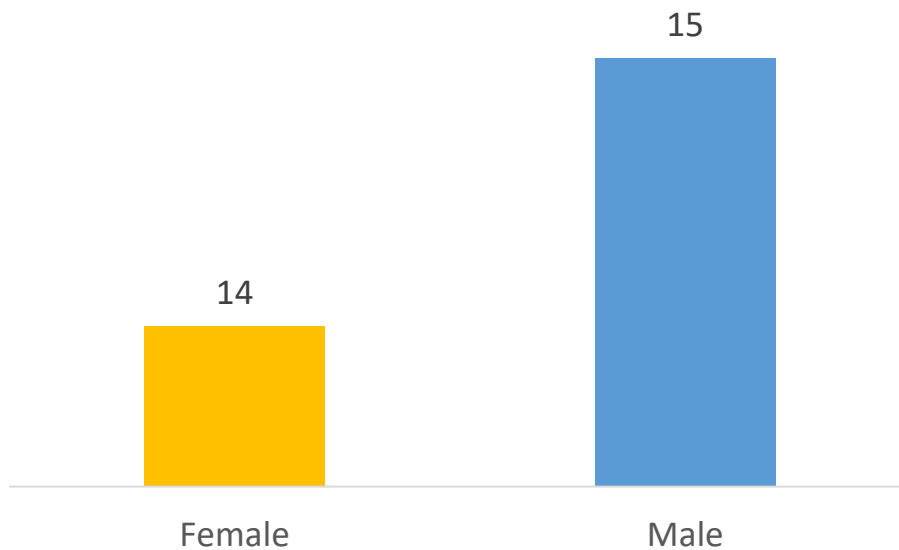
number of submissions (N) = 8

District 6 – as of September 9, 2022

Submissions by Age Range



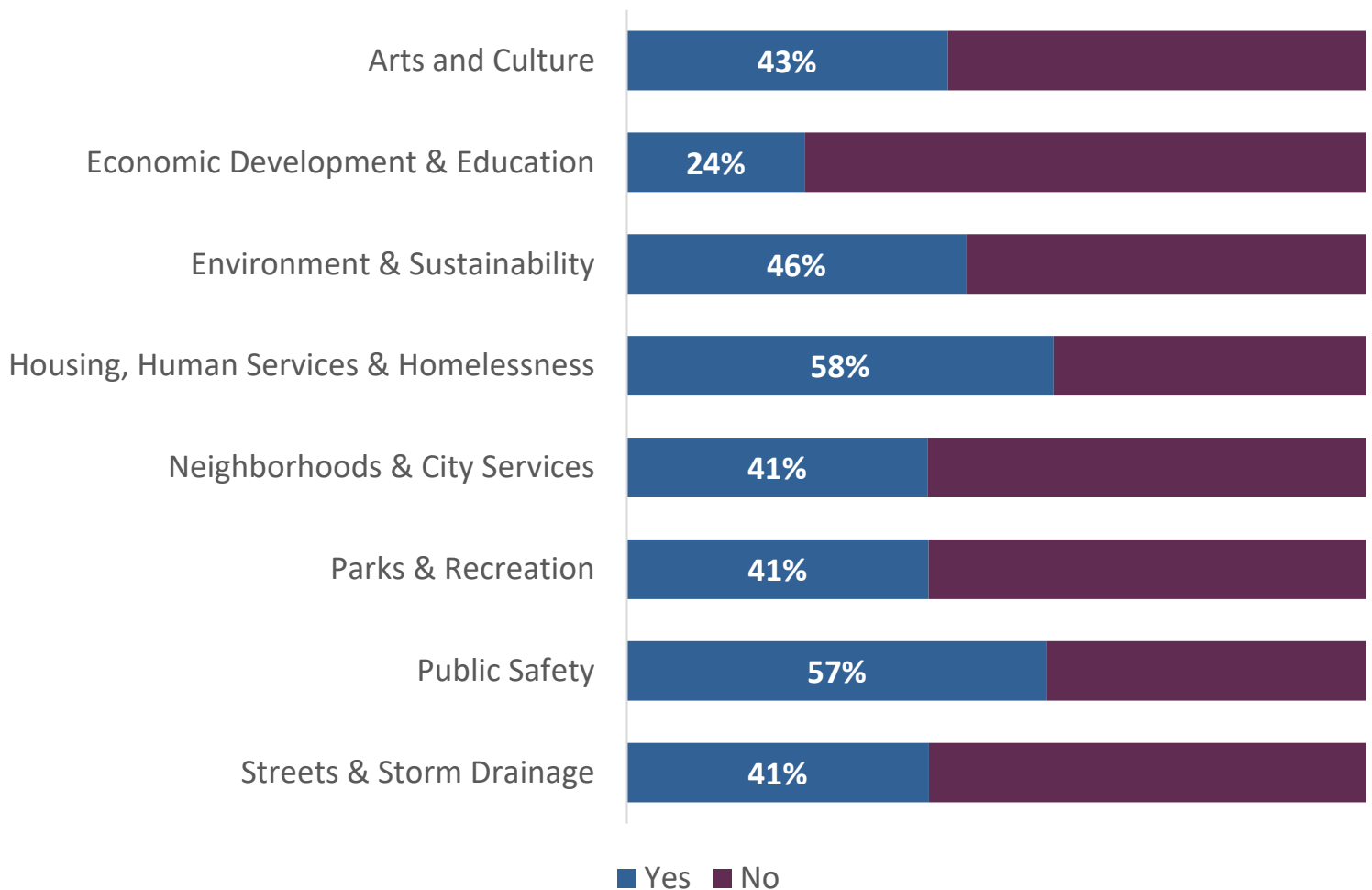
Submissions by Gender



District 6 – as of September 9, 2022

Resident Responses

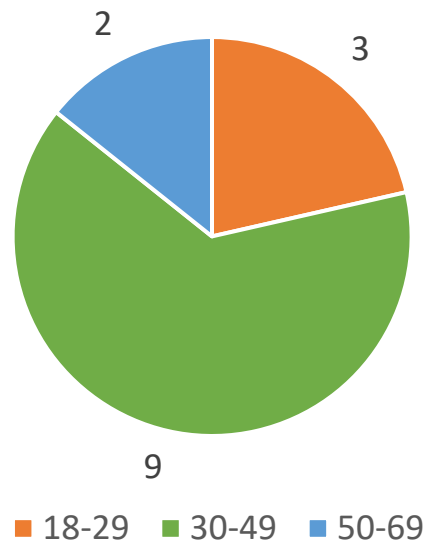
The percent of District 6 residents indicating “yes or “no” for all categories



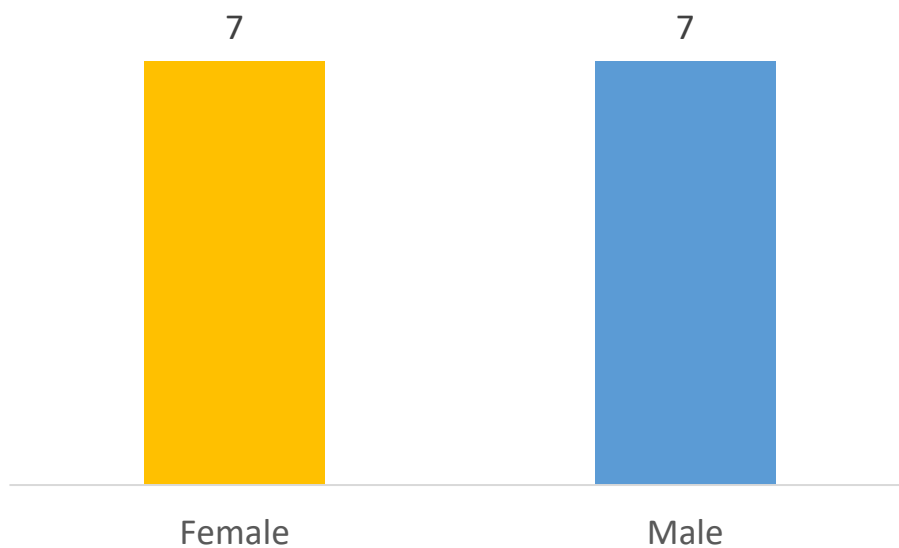
number of submissions (N) = 29

District 7 – as of September 9, 2022

Submissions by Age Range



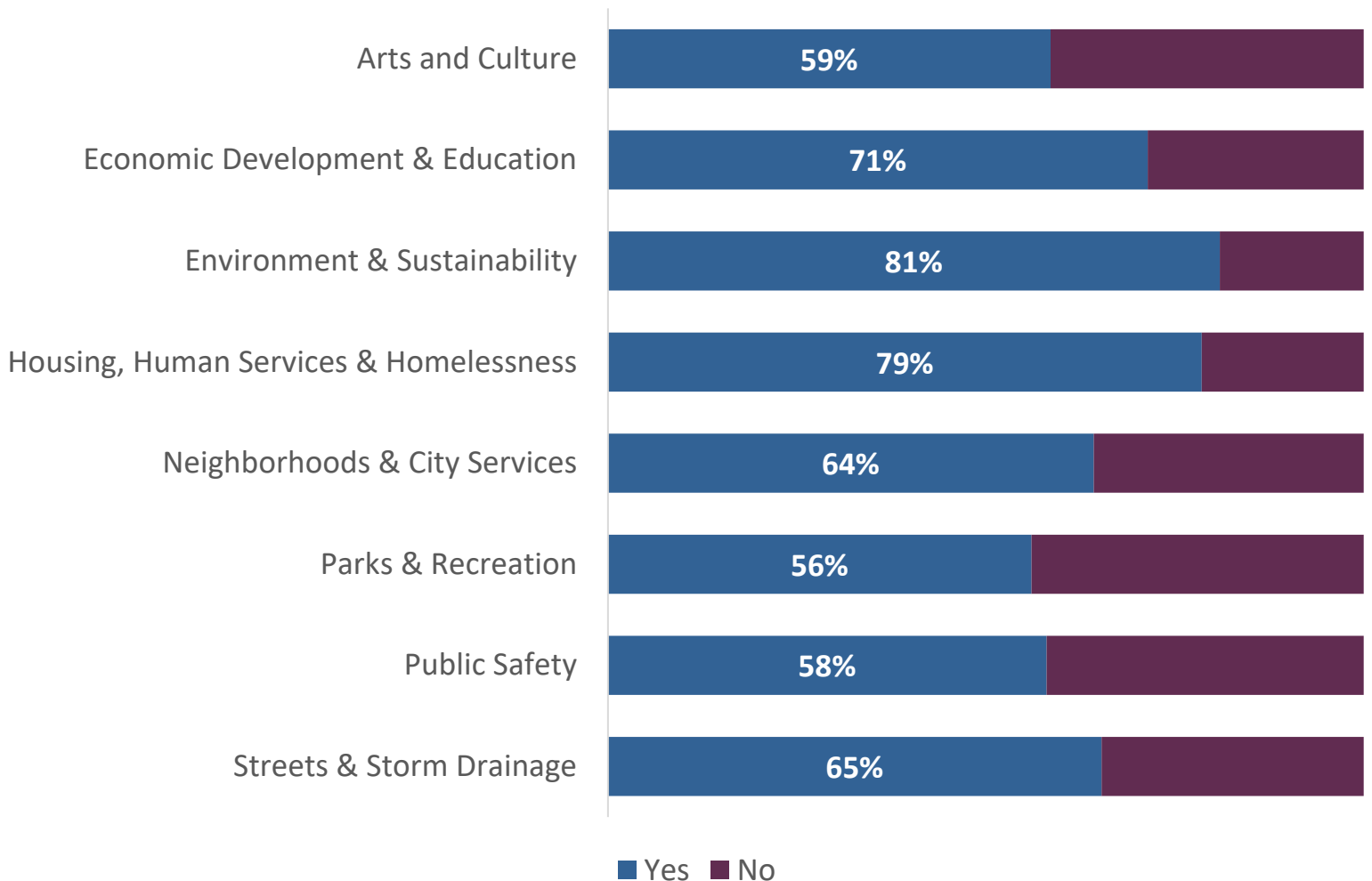
Submissions by Gender



District 7 – as of September 9, 2022

Resident Responses

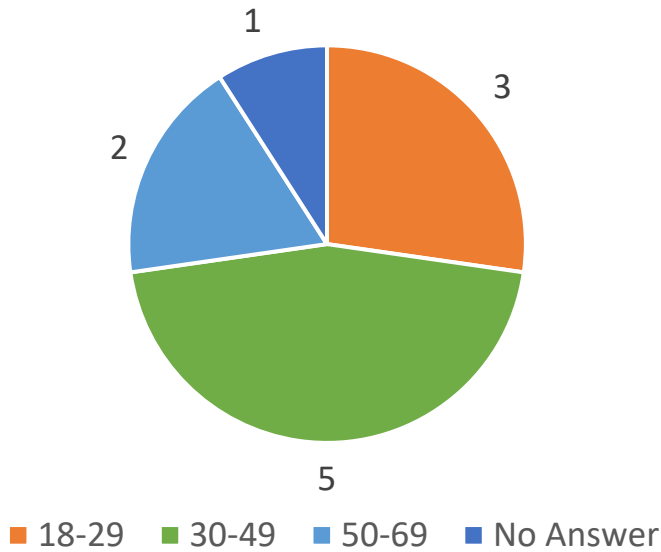
The percent of District 7 residents indicating “yes or “no” for all categories



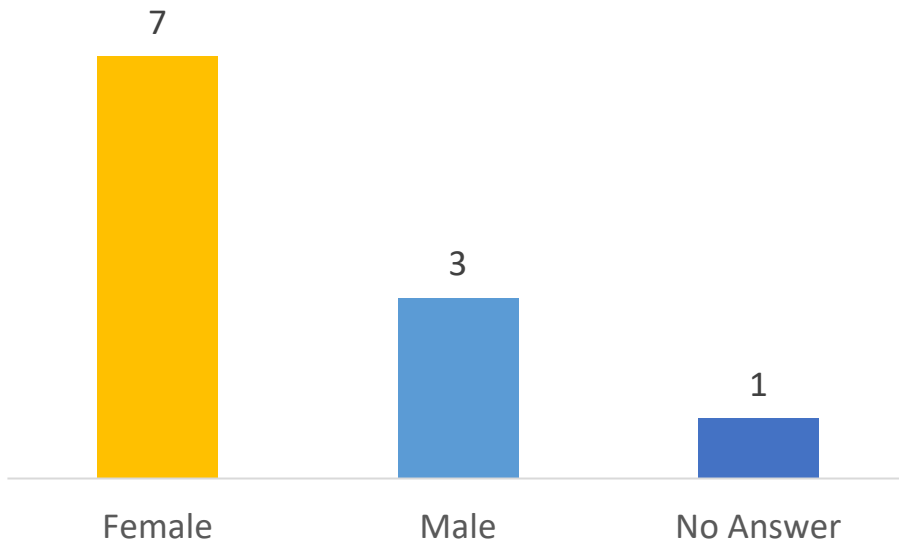
number of submissions (N) = 14

District 8 – as of September 9, 2022

Submissions by Age Range



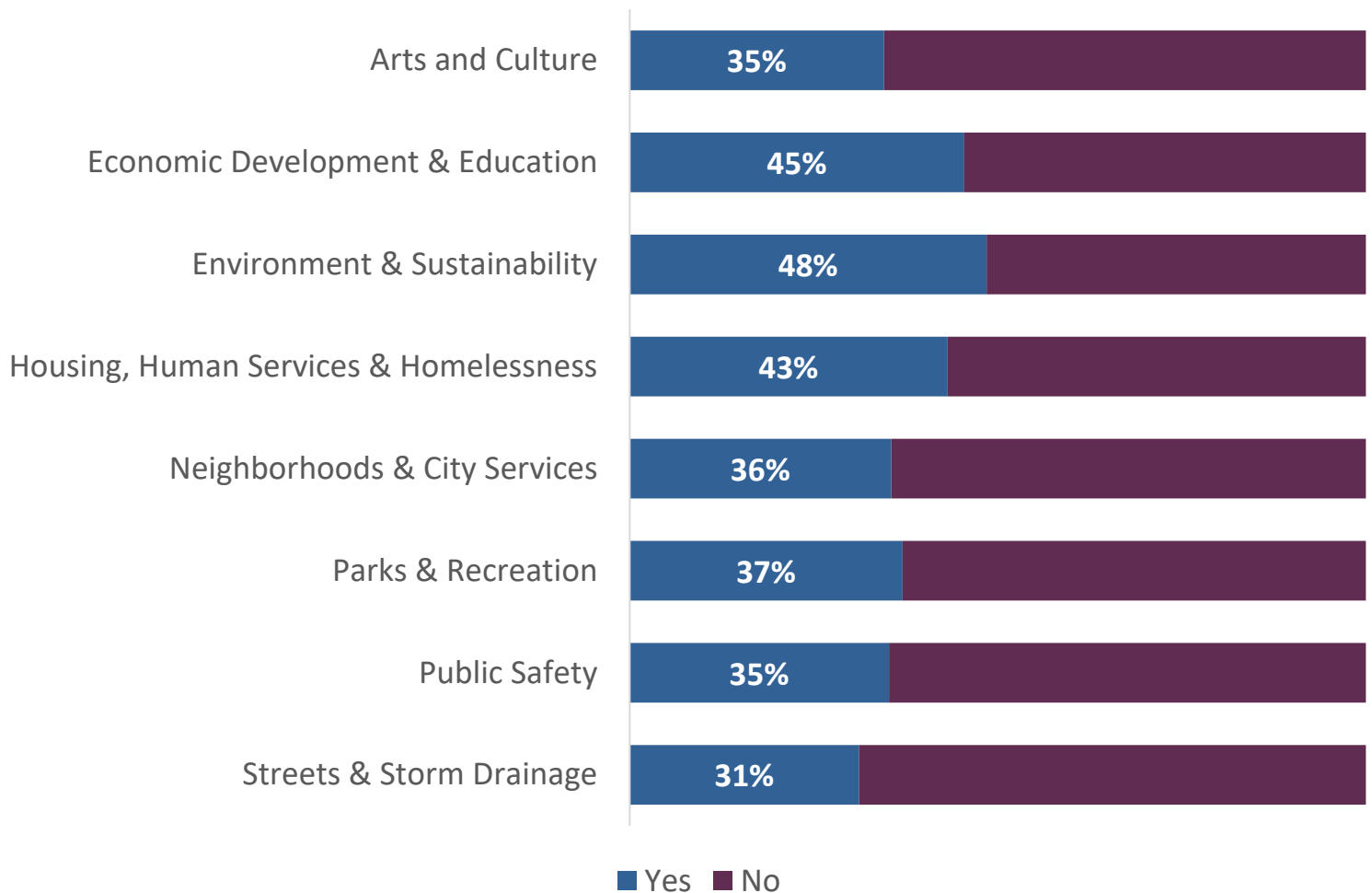
Submissions by Gender



District 8 – as of September 9, 2022

Resident Responses

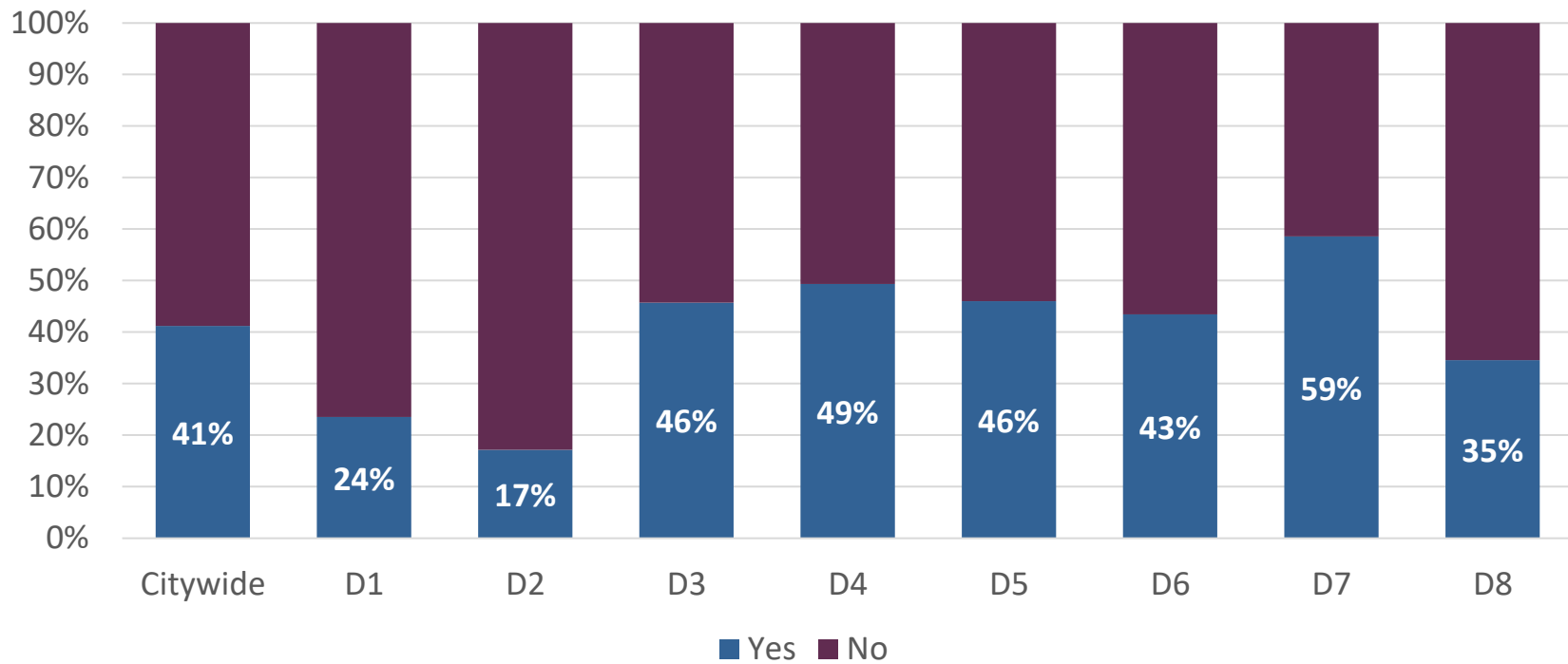
The percent of District 8 residents indicating “yes or “no” for all categories



number of submissions (N) = 11

Arts & Culture

The percent of residents indicating “yes” or “no” for the Arts & Culture category, by district

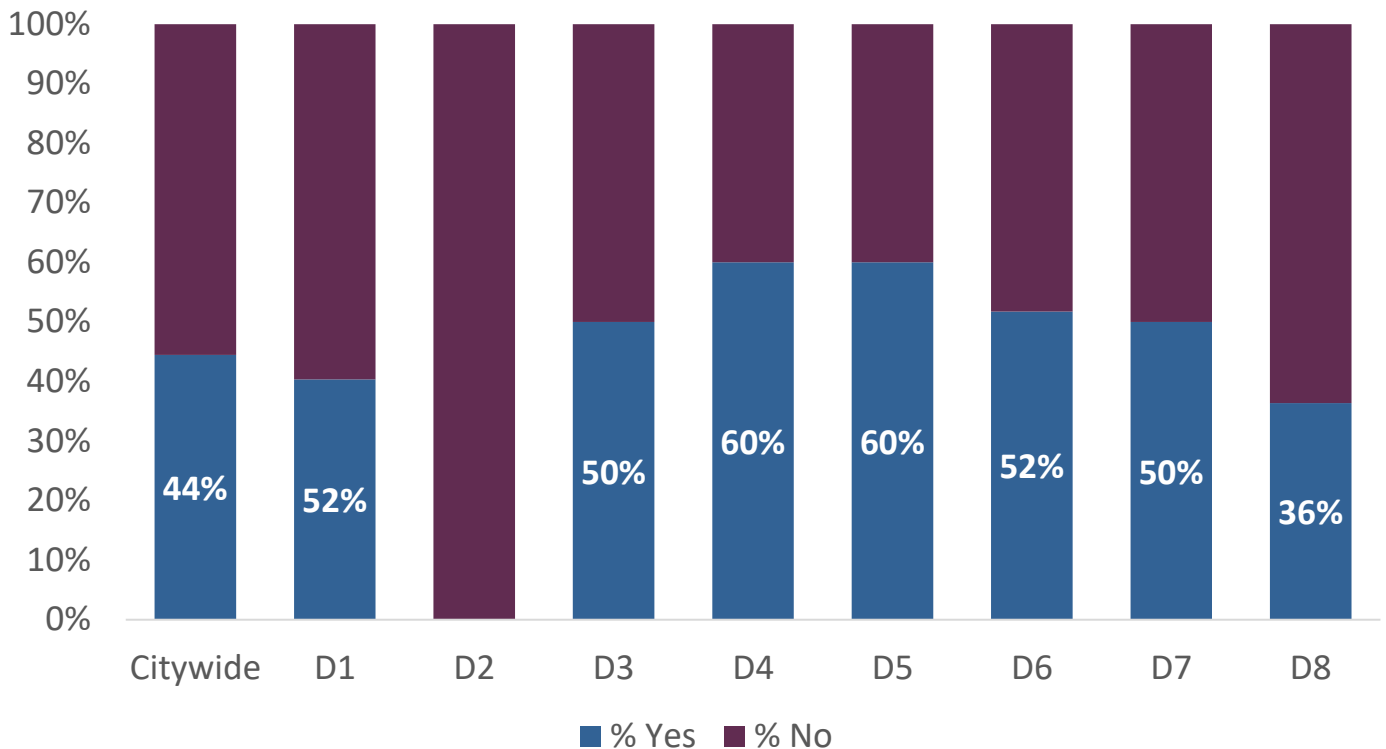


number of submissions (N) = 116

Arts & Culture

Children's Museum of Phoenix Expansion: \$1.6 million

Add 17,000 square feet in usable space by completing previously unfinished spaces in the museum. Improvements include: structural, HVAC, plumbing, electrical, life/safety, accessibility, lighting, room finishes, technology infrastructure, and hazard abatement.
(215 N. 7th Street)

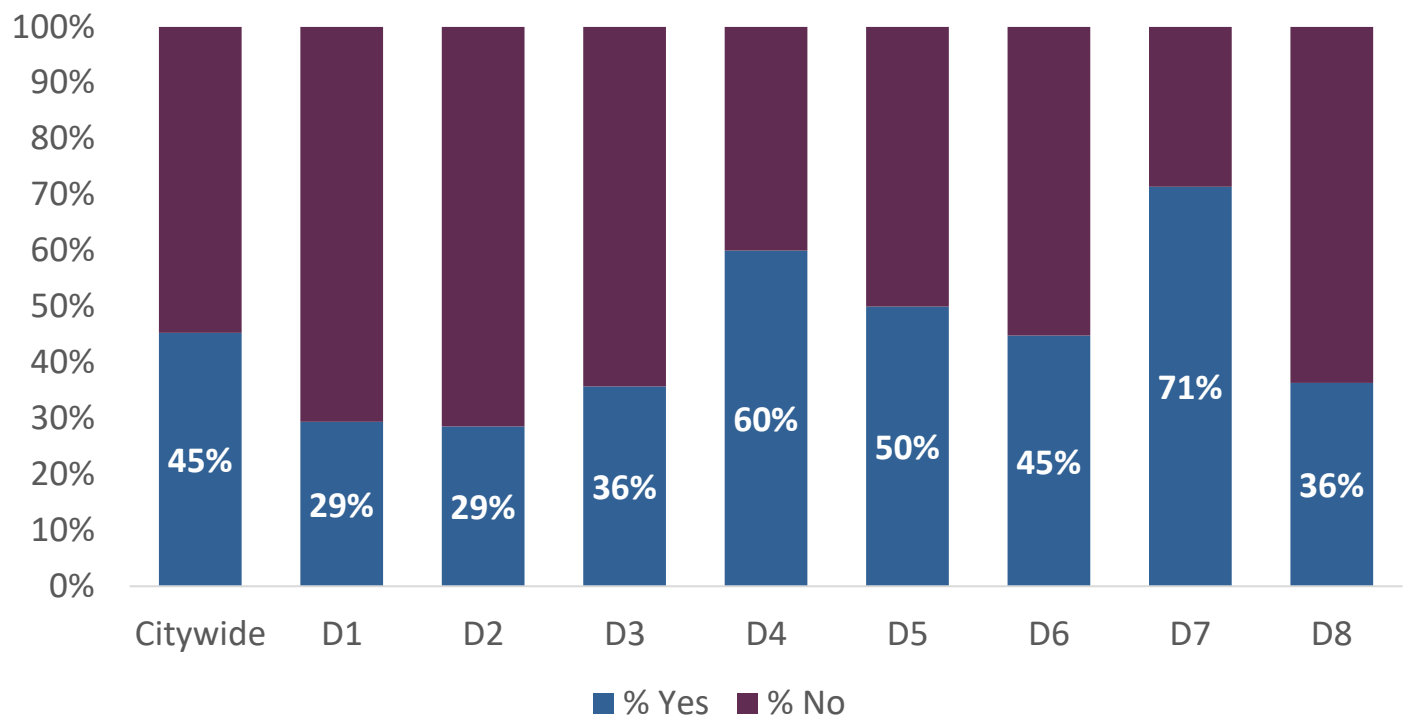


N = 116

Arts & Culture

Cultural Facilities Critical Equipment Replacements: \$10 million

Extend the functional life of City-owned cultural facilities by replacing critical equipment and plumbing/mechanical systems, performing maintenance on necessary structural elements (e.g. parking lots and roofing), and completing cosmetic updates where needed.
(Various)



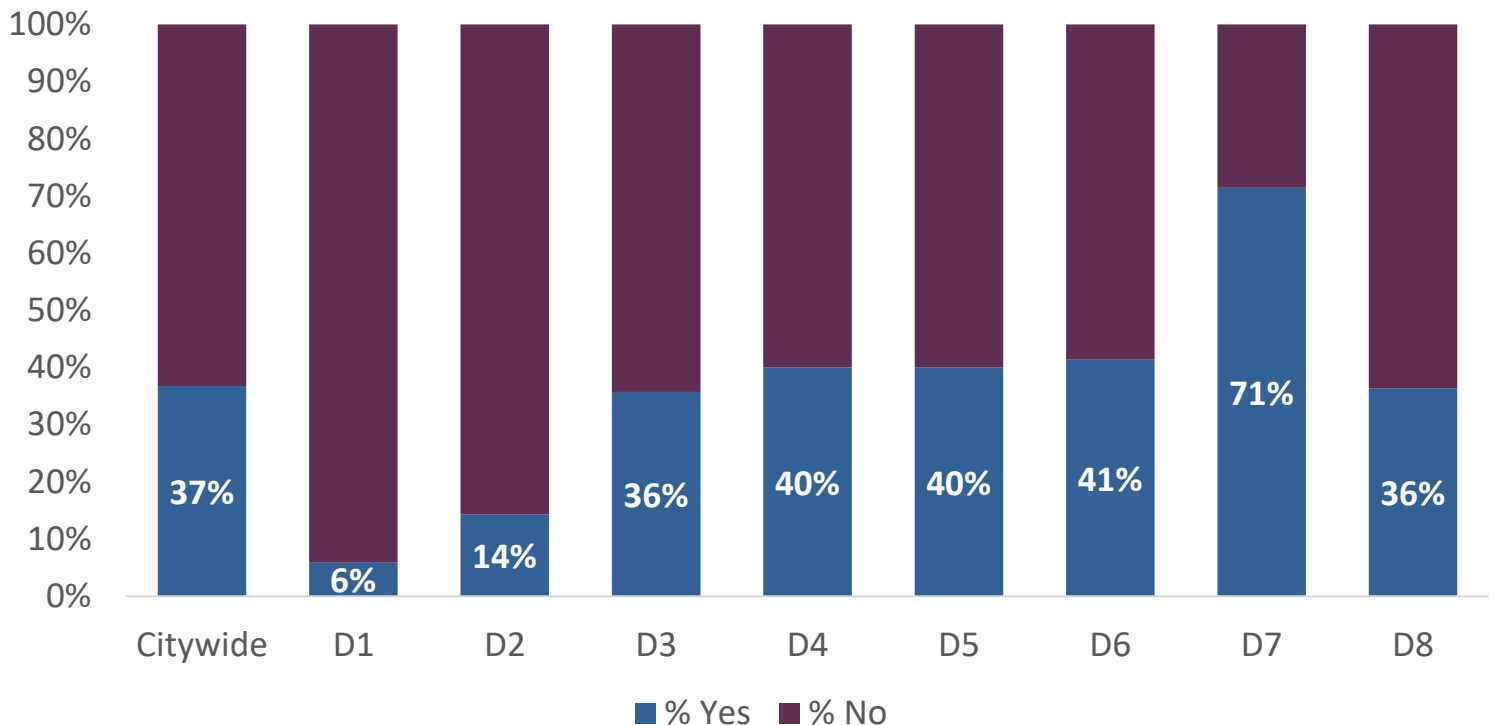
N = 116

Arts & Culture

Latino Cultural Center: \$21.7 million

Design and construct a world-class Latino Cultural Center in accordance with the Latino Center Ad Hoc Committee recommendations that were approved by City Council in September 2020. The funding level anticipates that a 22,000 square foot center would be located at the North Building at Hance Park.

(1202 N. 3rd Street - North Building at Hance Park)

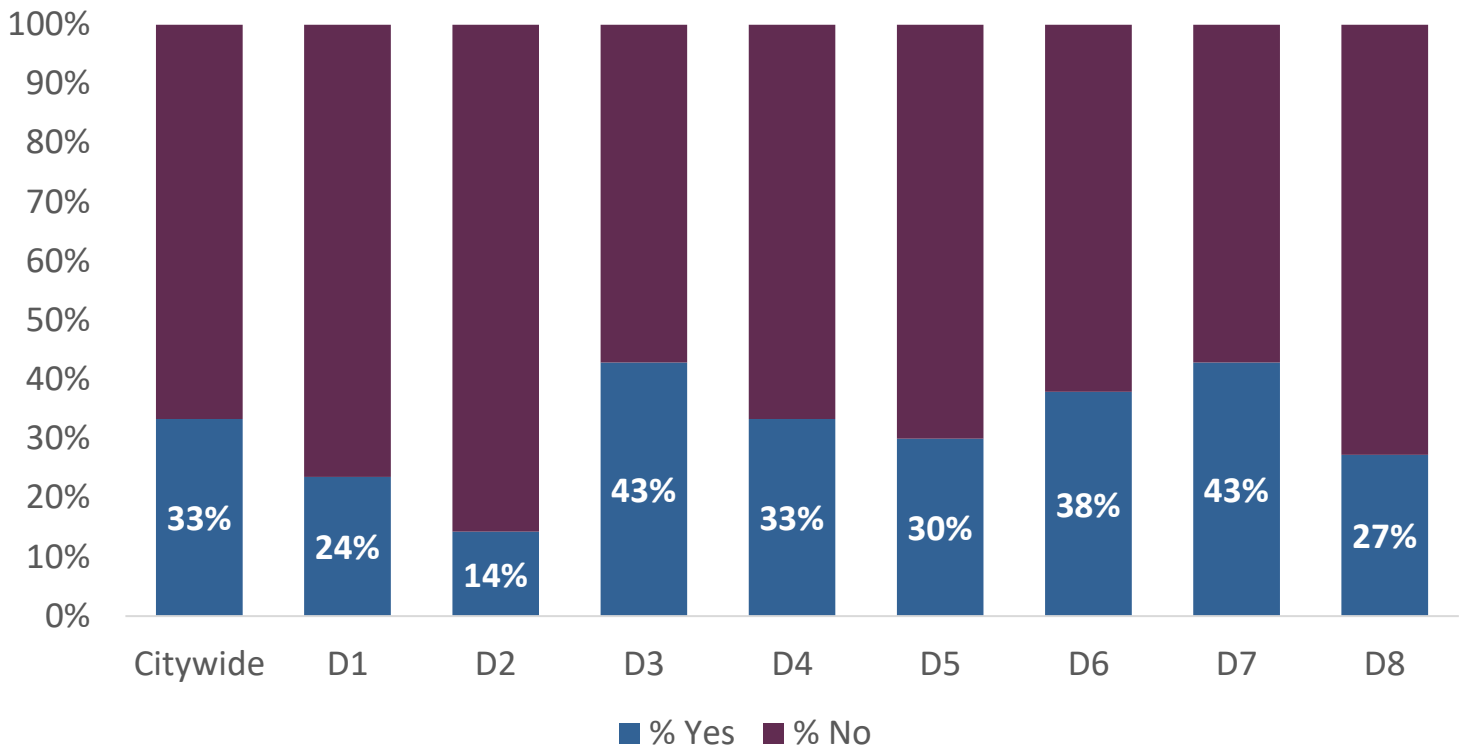


N = 116

Arts & Culture

Symphony Hall Theatrical Venue Improvements: \$8.7 million

Improve the acoustical and audiovisual experience for both patrons and performers at Symphony Hall in downtown Phoenix.
(75 N. 2nd Street)

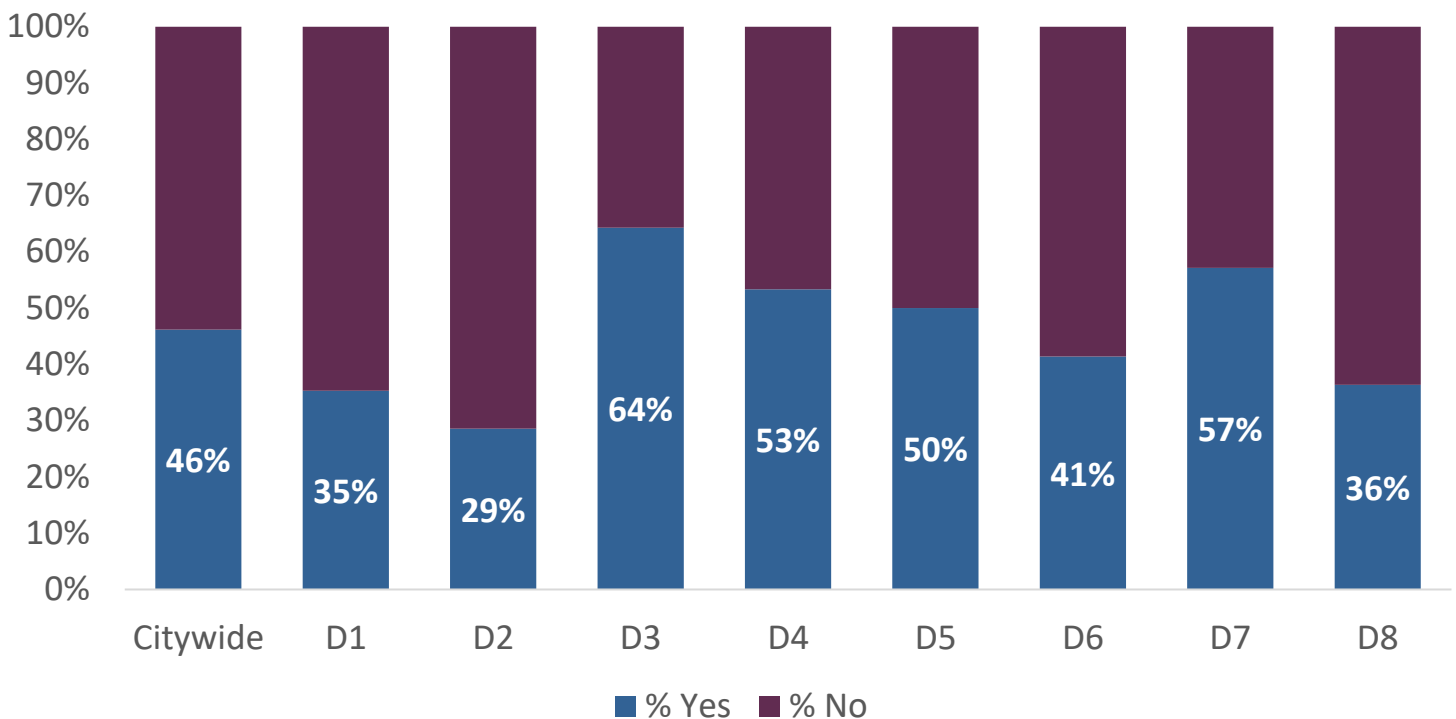


N = 116

Arts & Culture

Valley Youth Theatre - Permanent Home Project: \$14.1 million

Secure land, design and construct a new Valley Youth Center for the Arts to provide a permanent home for the Valley Youth Theatre. The Center includes a 300-seat feature theatre plus a 99-seat studio theatre for smaller productions. Also included are office and meeting space, rehearsal/workshop space, dance studios, galleries and space for set, costumes, prop shops and storage.
(525 N. 1st Street)



N = 116



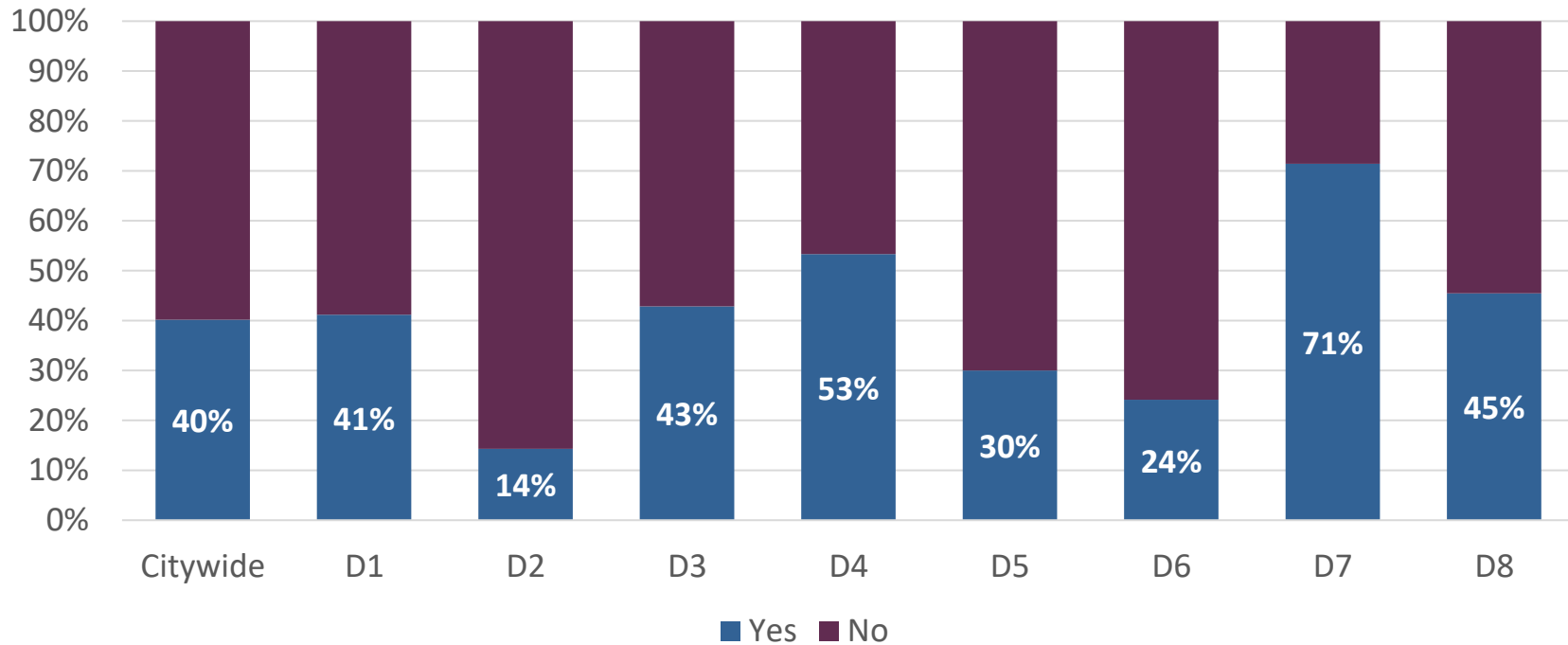
Arts & Culture

Comments:

1. Jennifer Dangremond (District 6) stated improvements and maintenance of facilities that are city-owned made perfect sense and supported funding for Cultural Facilities Critical Equipment Replacements. Ms. Dangremond emphasized the importance of having a Latino Cultural Center in Phoenix and Arizona but had questions about how annual operating costs would be funded, how much funding from the private sector would be raised for construction, and who would operate the facility; she stated she could not support GO Bond funding for this project as there were too many questions. (Aug. 26 Report)

Economic Development & Education

The percent of residents indicating “yes” or “no” for the Economic Development & Education category, by district

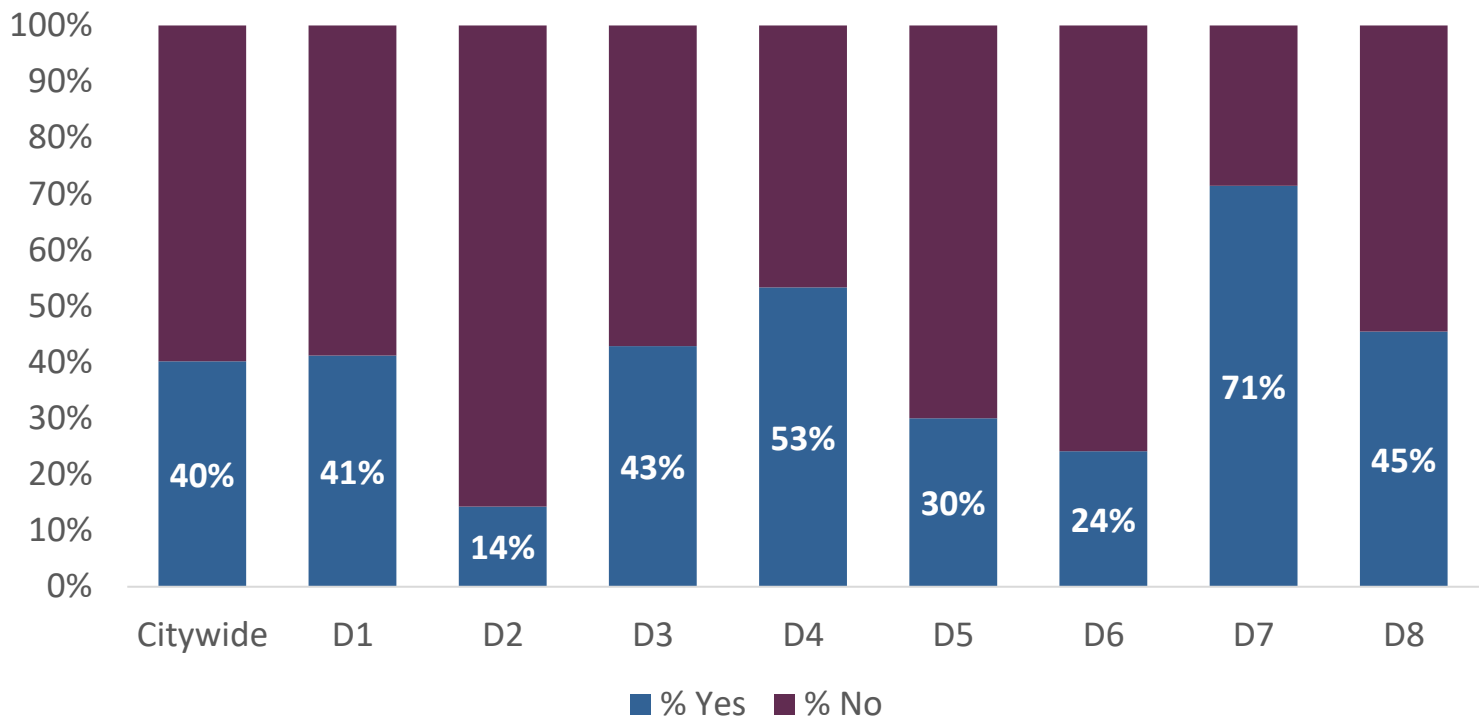


number of submissions (N) = 116

Economic Development & Education

Rio Reimagined Land Acquisition: \$23.5 million

Acquire land and perform predevelopment activities that may include environmental assessments and cleanup necessary to prepare economically attractive sites along the Rio Salado for development.



N = 116



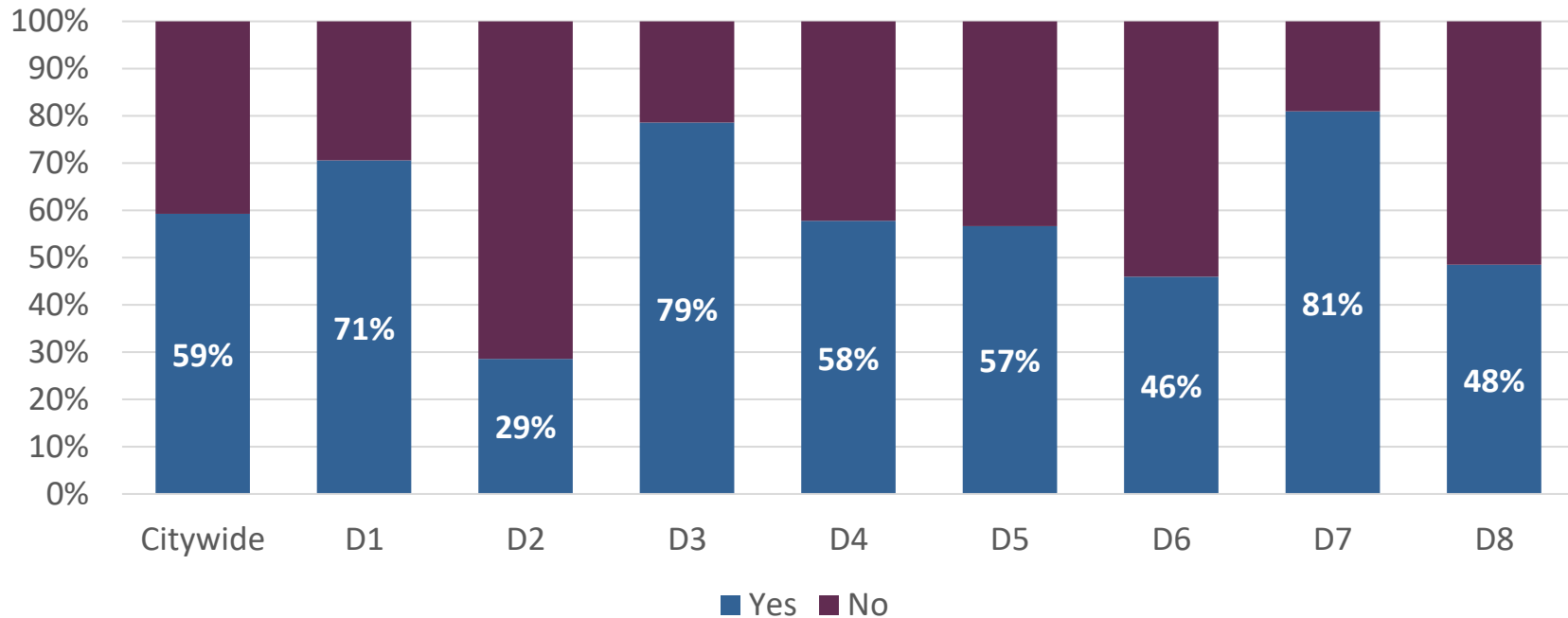
Economic Development & Education

Comments:

1. Dave Eichelman (District 3) opposed funding Rio Reimagined Land Acquisition and stated the cost should be offset by future developers. Mr. Eichelman mentioned he did not want his tax money profiting businesses. (July 2022)
2. J. Coughlin (District 1) expressed support for funding to acquire land for Rio Reimagined, but not to get it ready for development. Ms. Coughlin stressed the importance of infill and redeveloping under-utilized land rather than new land. (Aug. 12 Report)
3. Irwin Sheinbein (District 6) requested the remaining funding from his submission be proportionally divided among the areas where he expressed support.

Environment & Sustainability

The percent of residents indicating “yes” or “no” for the Environment & Sustainability category, by district

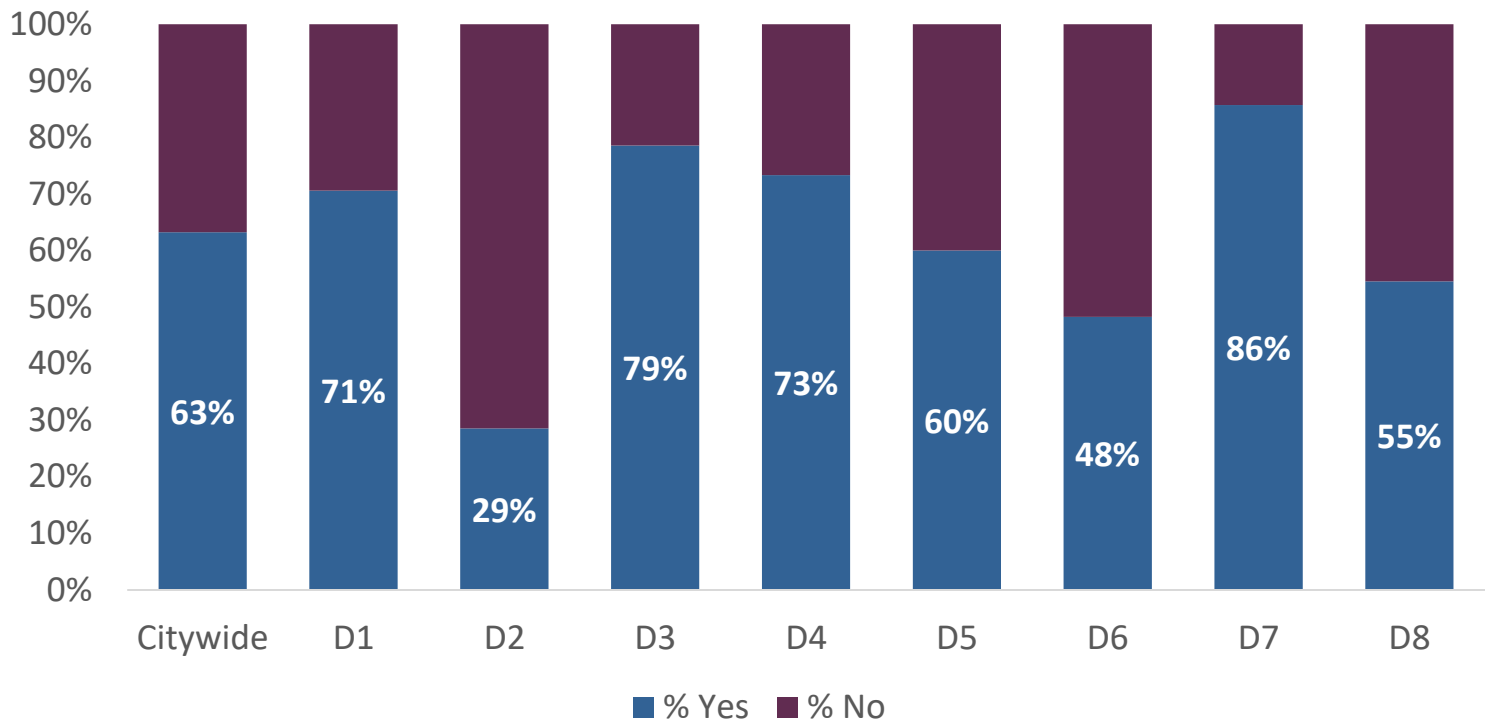


number of submissions (N) = 116

Environment & Sustainability

Equipment Replacements for Energy and Water Savings: \$5 million

Replace and upgrade aging equipment and fixtures using new energy-or water efficient technologies that will reduce energy and/or water use and greenhouse gas emissions associated with existing City facilities.
(Various)

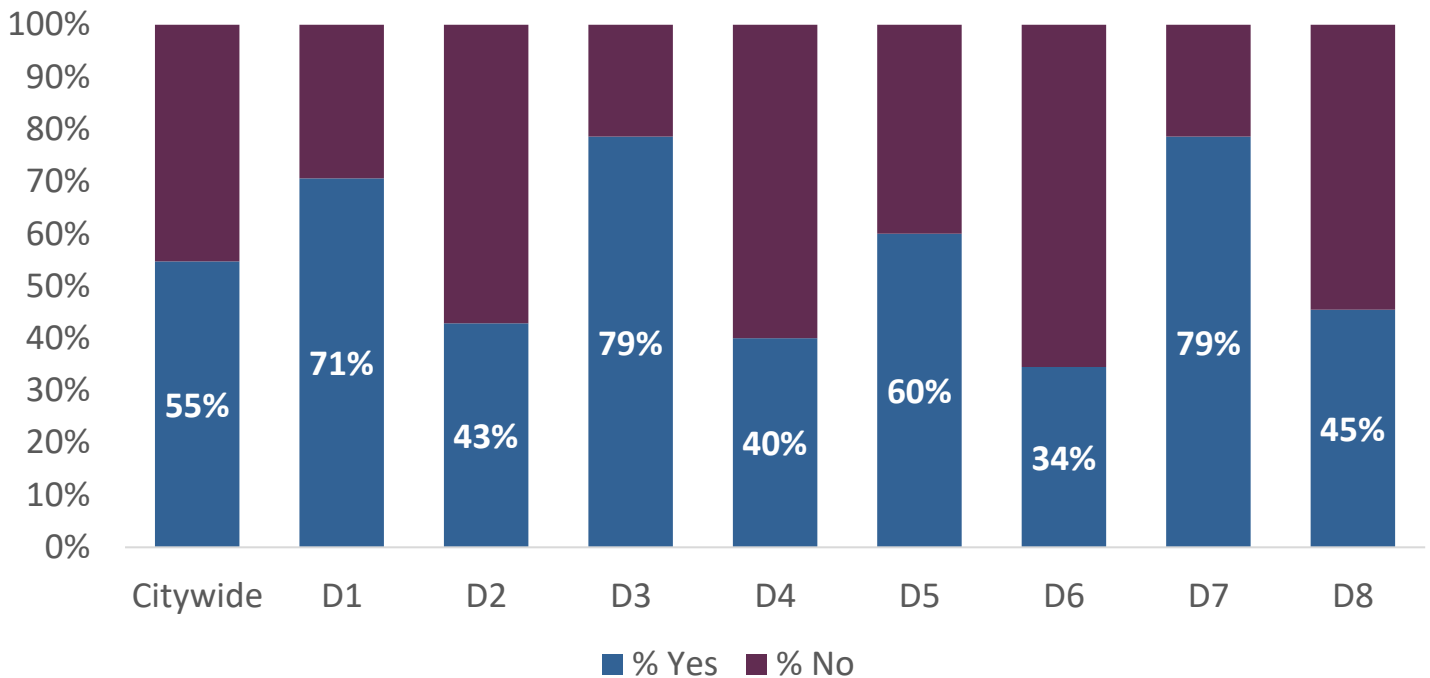


N = 116

Environment & Sustainability

Fuel and Oil Tank Replacement: \$5.1 million

Replace aging fuel infrastructure that has exceeded the original estimated service life of 30 years.
(Various)



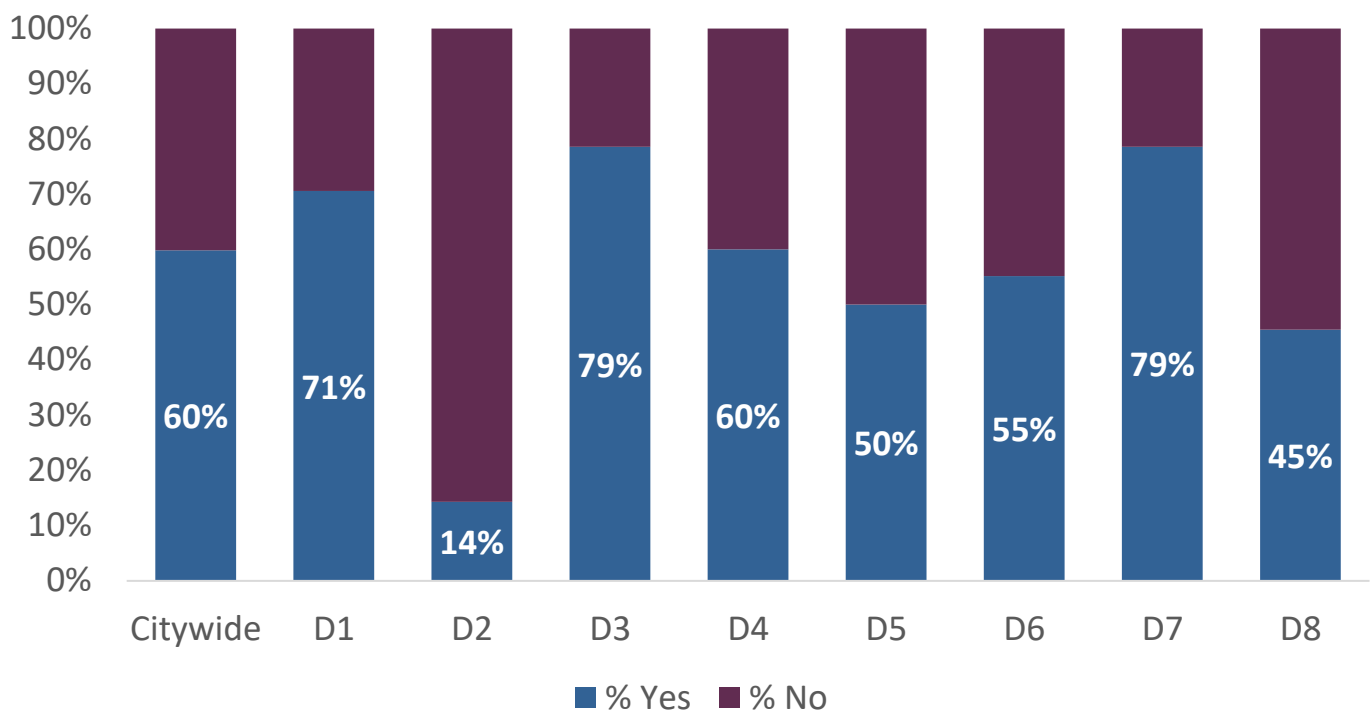
N = 116

Environment & Sustainability

Upgrade HVAC and other Climate Control Equipment for Energy Savings: \$15 million

Install energy efficient HVAC equipment or other climate control systems to reduce energy consumption and greenhouse gas emissions from City facilities. Facility Condition Assessments identified the need to replace aging and inefficient HVAC systems at many facilities including City-operated community and recreation centers, arts and cultural facilities, and administrative buildings.

(Various)



N = 116



Environment & Sustainability

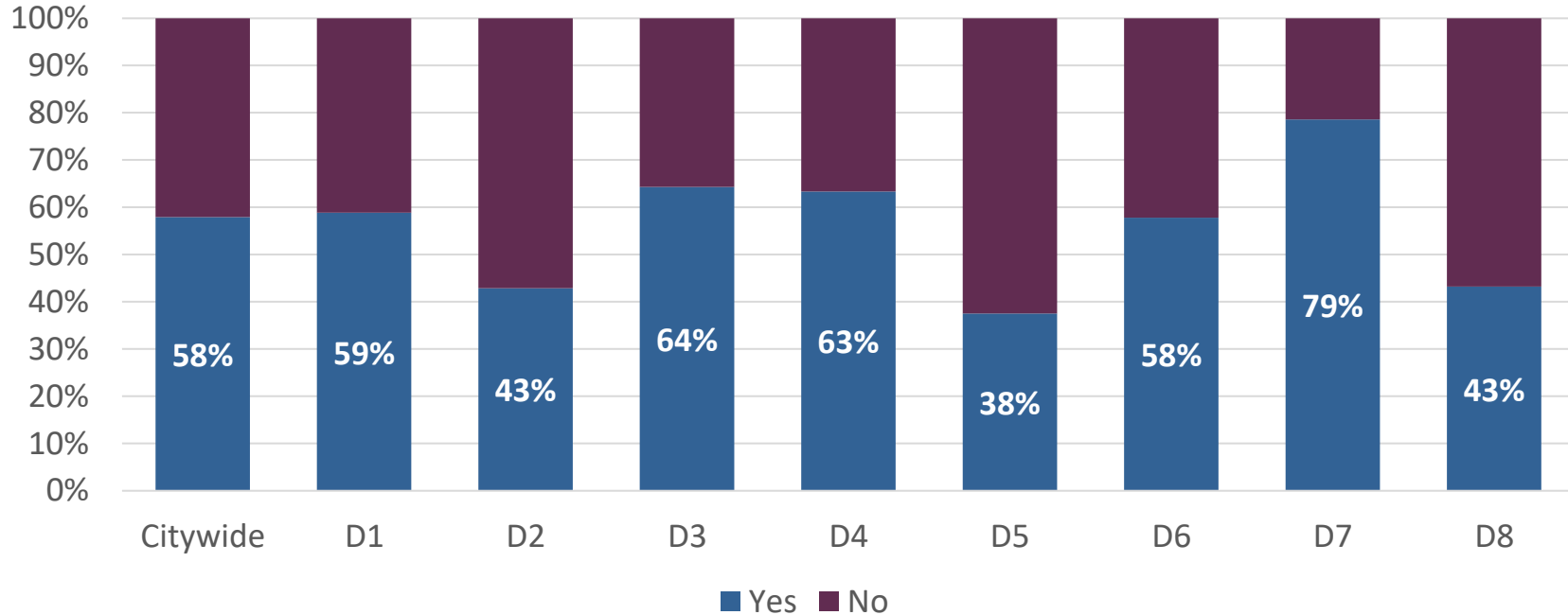
Comments:

No comments were submitted.



Housing, Human Services & Homelessness

The percent of residents indicating “yes” or “no” for the Housing, Human Services & Homelessness category, by district



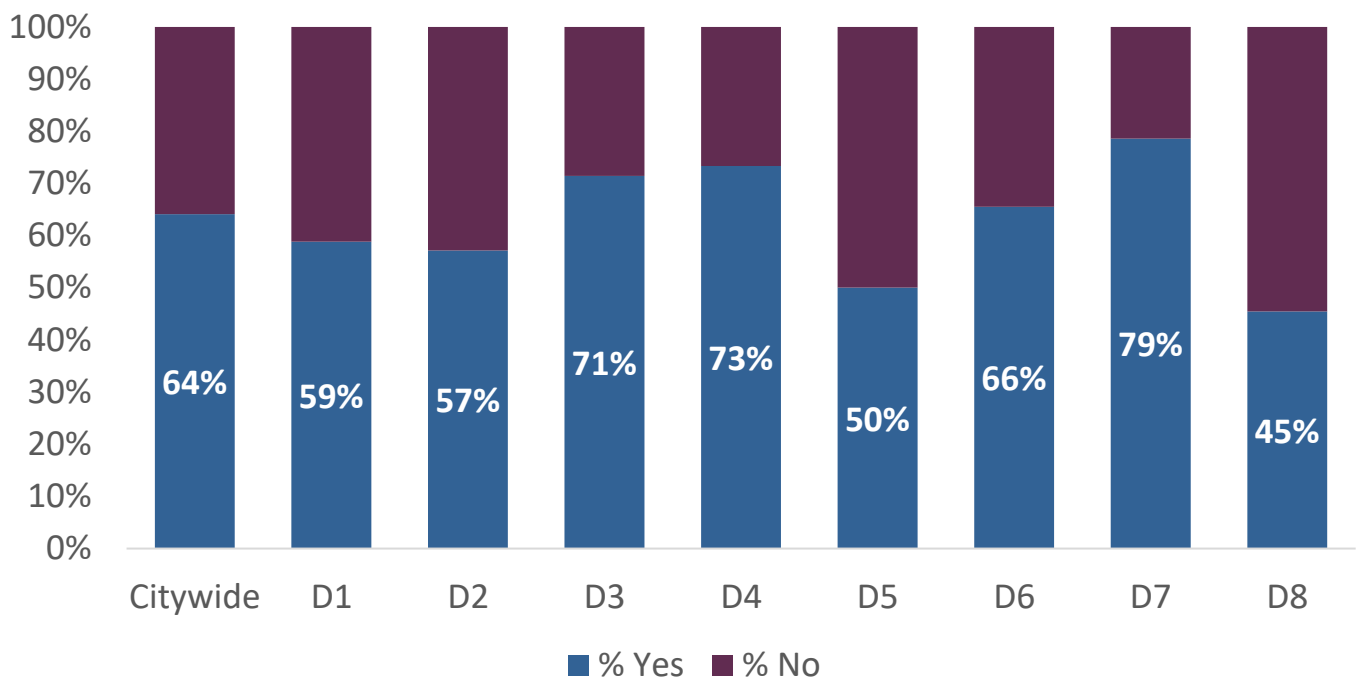
number of submissions (N) = 116

Housing, Human Services & Homelessness

Affordable Housing Property Preservation - Phase 1: \$33 million

Renovate and preserve up to 610 affordable housing units at four properties where physical condition assessments have been completed and identified critical needs. Renovations include structural repairs, electrical and mechanical improvements, HVAC replacements, and other updates. Complete Facility Condition Assessments at 16 additional Housing Department properties.

(Various)

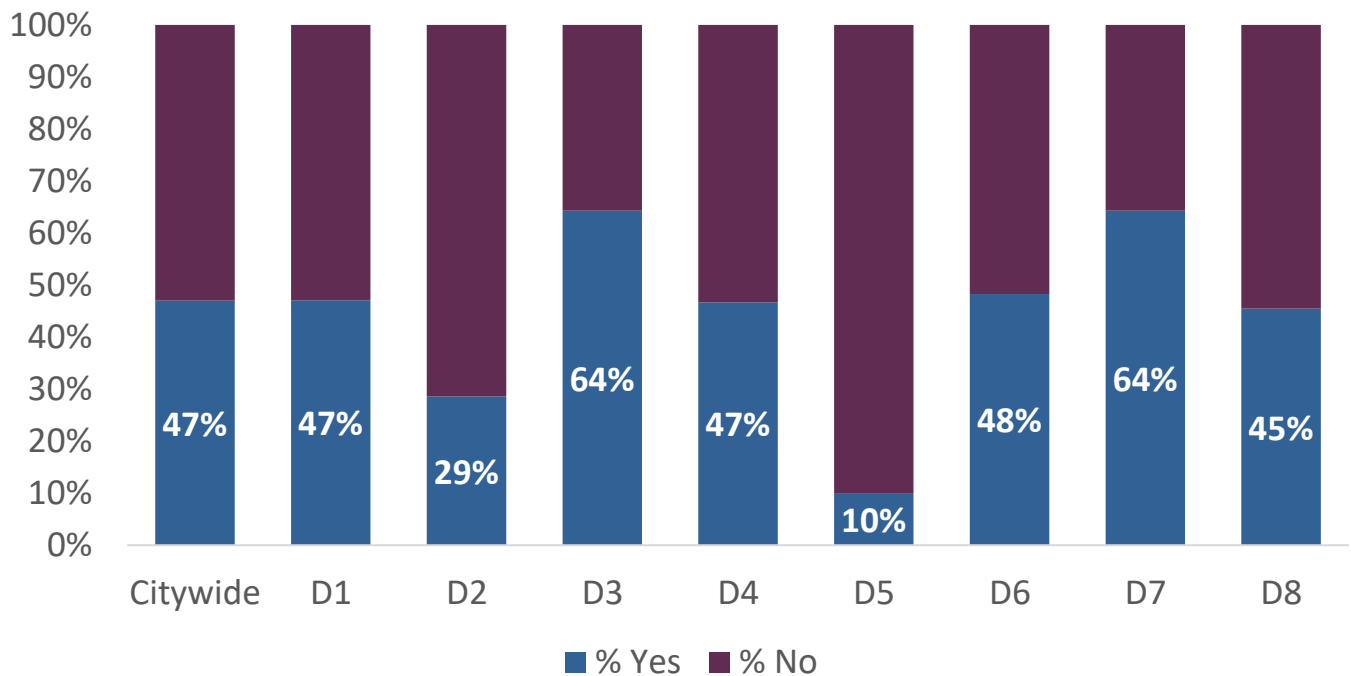


N = 116

Housing, Human Services & Homelessness

Cesar Chavez Senior Center: \$5.7 million

Design and construct a new 12,600 square foot multi-purpose senior center adjacent to the Cesar Chavez Community Center.
(Cesar Chavez Regional Park)

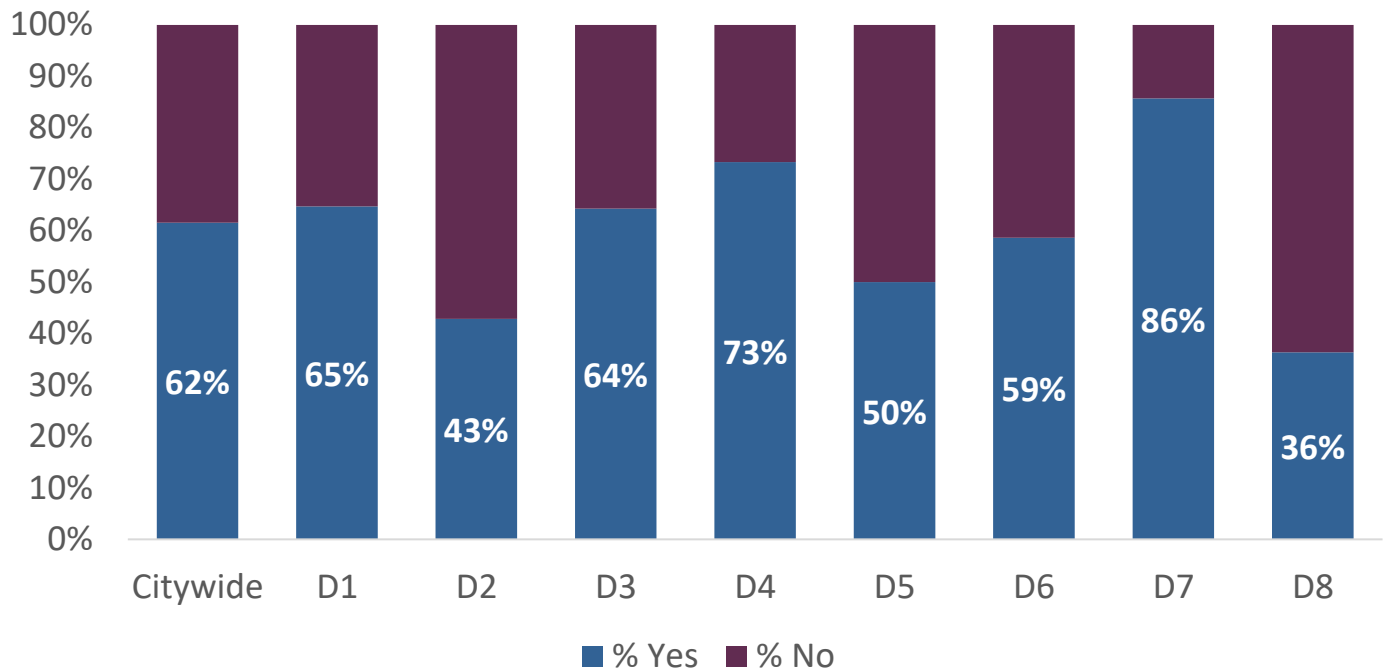


N = 116

Housing, Human Services & Homelessness

Choice Neighborhoods Housing Development Gap Funding: \$21.2 million

Cover the increased cost for construction, materials, and labor necessary to complete the final phase (Phase IV) of the Edison-Eastlake redevelopment project. Phase IV consists of 364 new, modern, mixed-income rental housing units (286 affordable and 78 market rate).
(Edison-Eastlake Community)

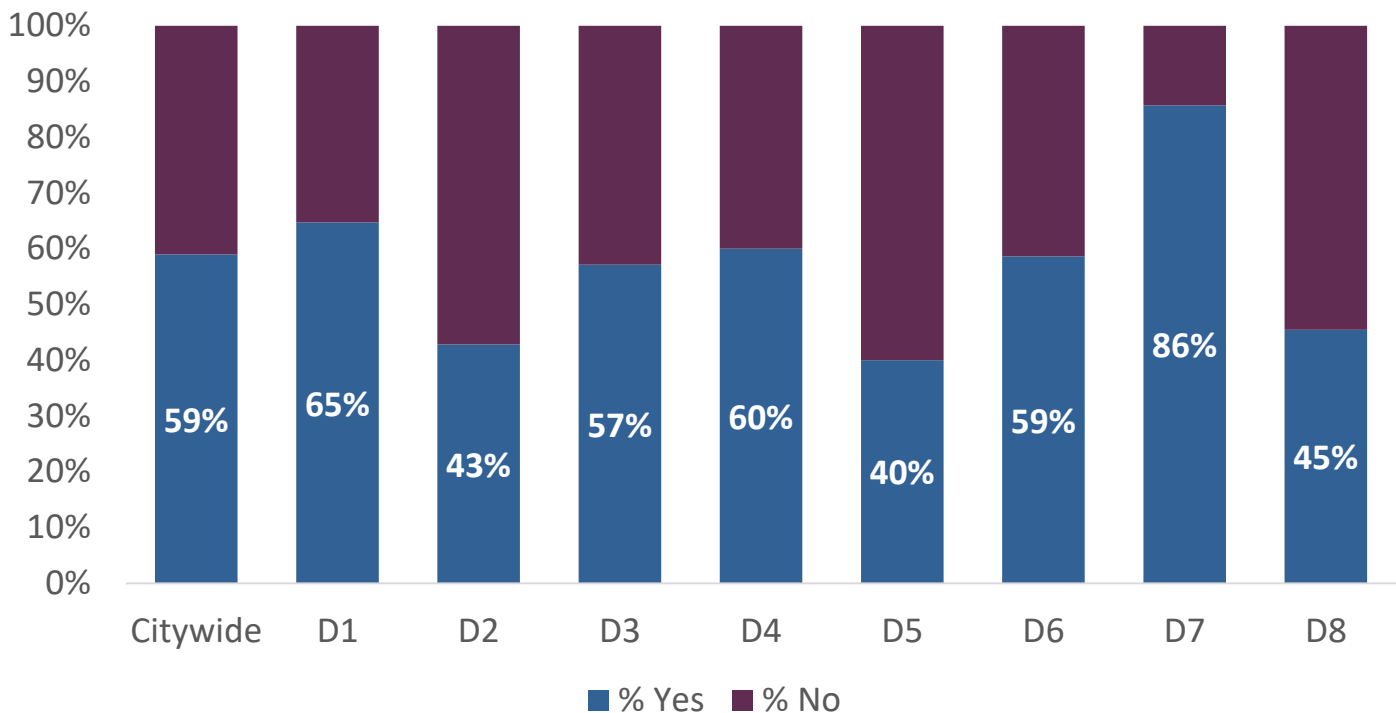


N = 116

Housing, Human Services & Homelessness

McDowell Senior Center Renovation: \$1.8 million

Renovate the historic McDowell Senior Center. Modernize HVAC equipment, update the electric system, replace existing plumbing, update the fire suppression system, and restore the building envelope, interior office and meeting spaces.
(1845 E. McDowell Road)



N = 116



Housing, Human Services & Homelessness

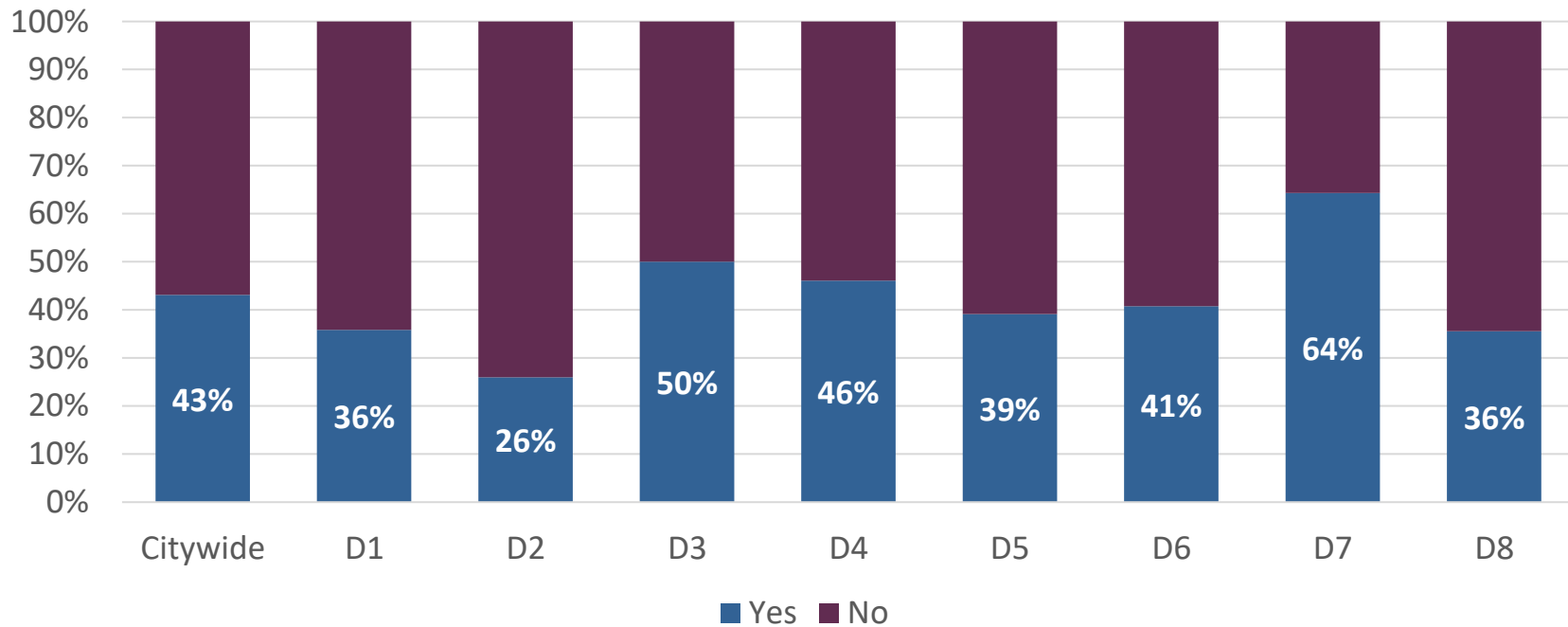
Comments:

1. Marshall Zeable (District 1) opposed Choice Neighborhoods Housing Development Gap Funding, stating that those who do not work for a living should not get free housing. (Aug. 12 Report)



Neighborhoods & City Services

The percent of residents indicating “yes” or “no” for the Neighborhoods & City Services category, by district



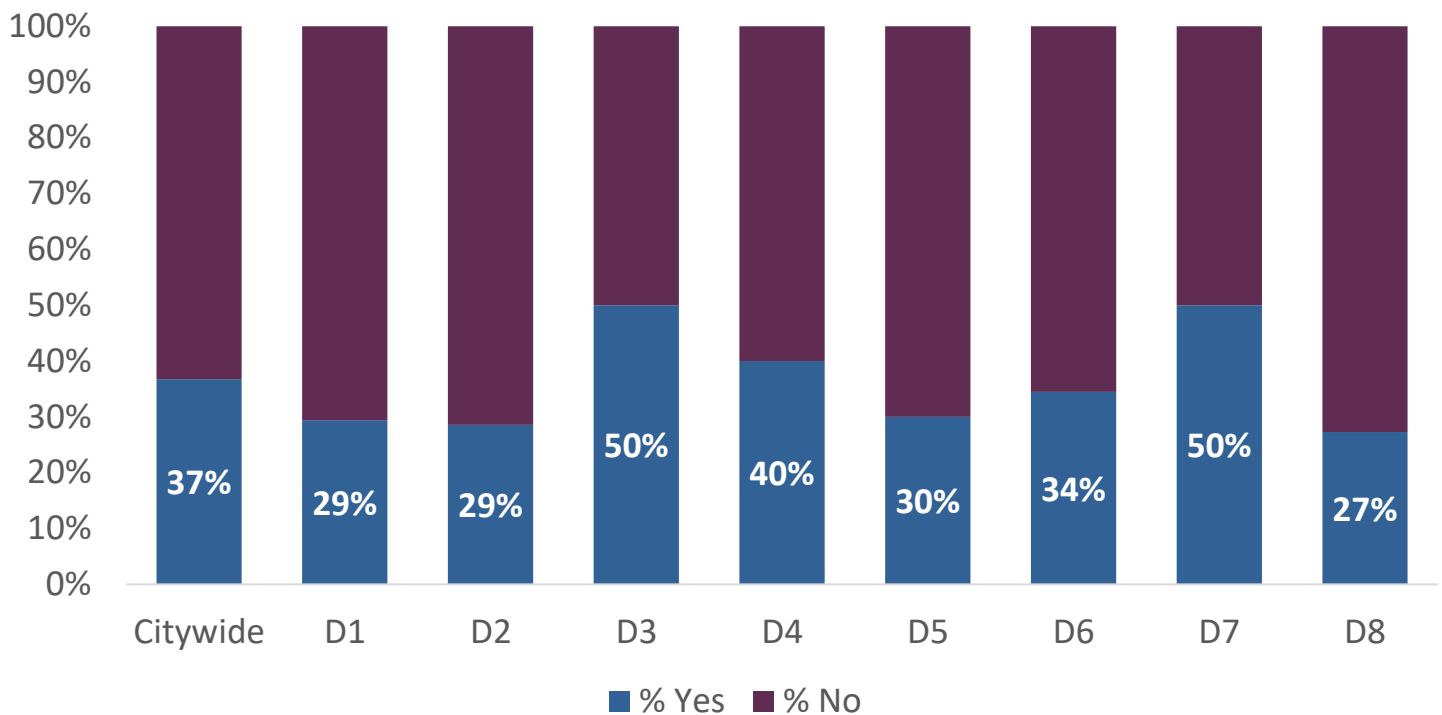
number of submissions (N) = 116

Neighborhoods & City Services

Branch Library at Desert View Civic Space: \$4 million

Design and construct a new 13,000 square foot branch library as part of Phase 1 of the Desert View Civic Space. Phase 1 consists of the civic space master plan, design of a regional park, construction of park amenities, and a branch library. At final completion the Desert View Village Civic Space is expected to include a 40 acre regional park, and a community center.

(Deer Valley Drive & Tatum Boulevard)

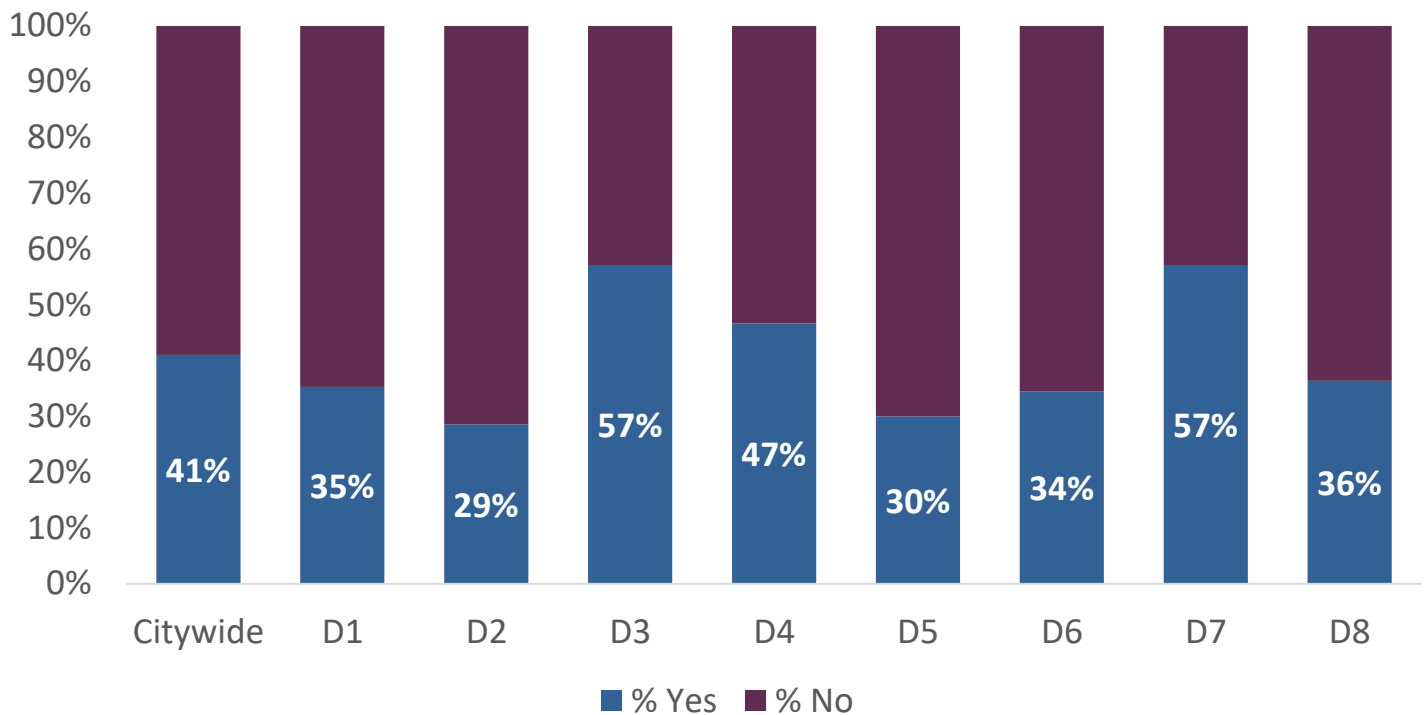


N = 116

Neighborhoods & City Services

Branch Library at Estrella Civic Space: \$6.2 million

Design and construct a new 20,000 square foot branch library as part of Phase 1 of the Estrella Village Civic Space. Phase 1 consists of the civic space master plan, design of a regional park, construction of park amenities, and a branch library. At final completion the Estrella Village Civic Space is expected to include a 93 acre regional park, a community center, and an aquatic center.
(99th Avenue & Lower Buckeye Road)



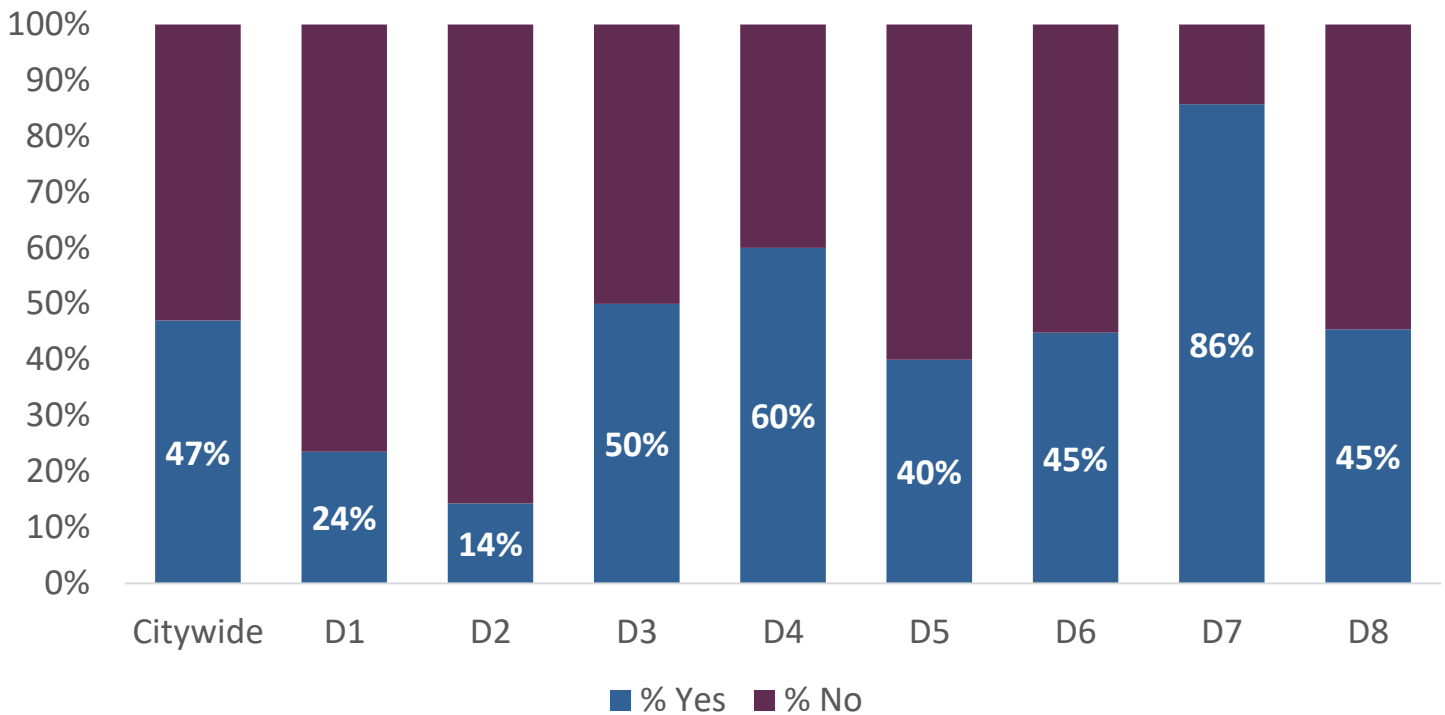
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Neighborhoods & City Services

City Facility ADA Improvements: \$10.1 million

Ensure ongoing compliance with the Americans with Disabilities Act (ADA) at City facilities. Complete prioritized improvements to signage, restrooms, parking lots, ramps, doors and other barriers to maximize access.

(Public Works Properties - All)

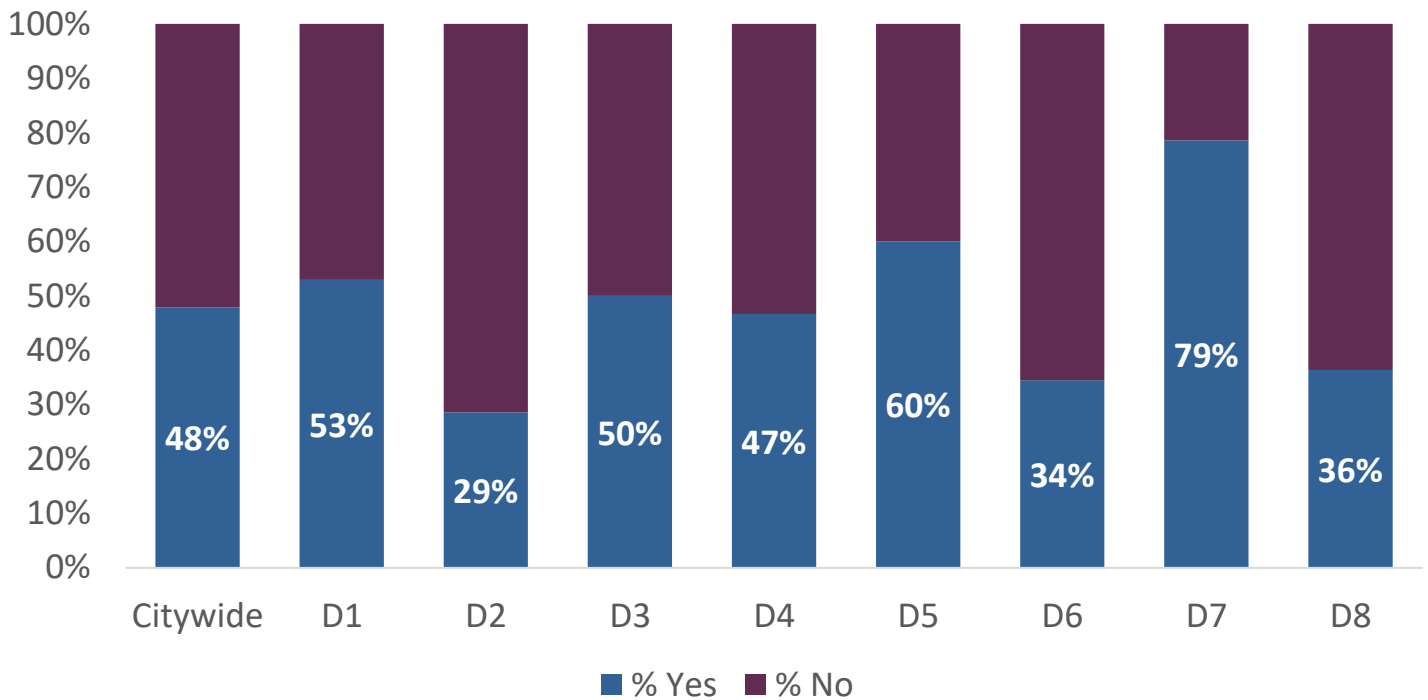


N = 116

Neighborhoods & City Services

City Service Center Property Improvements: \$10.1 million

Repair or replace mechanical and building systems such as roofs, asphalt, plumbing, electrical, and security systems at Public Works Service Centers that support the activity of City departments.
(Various)



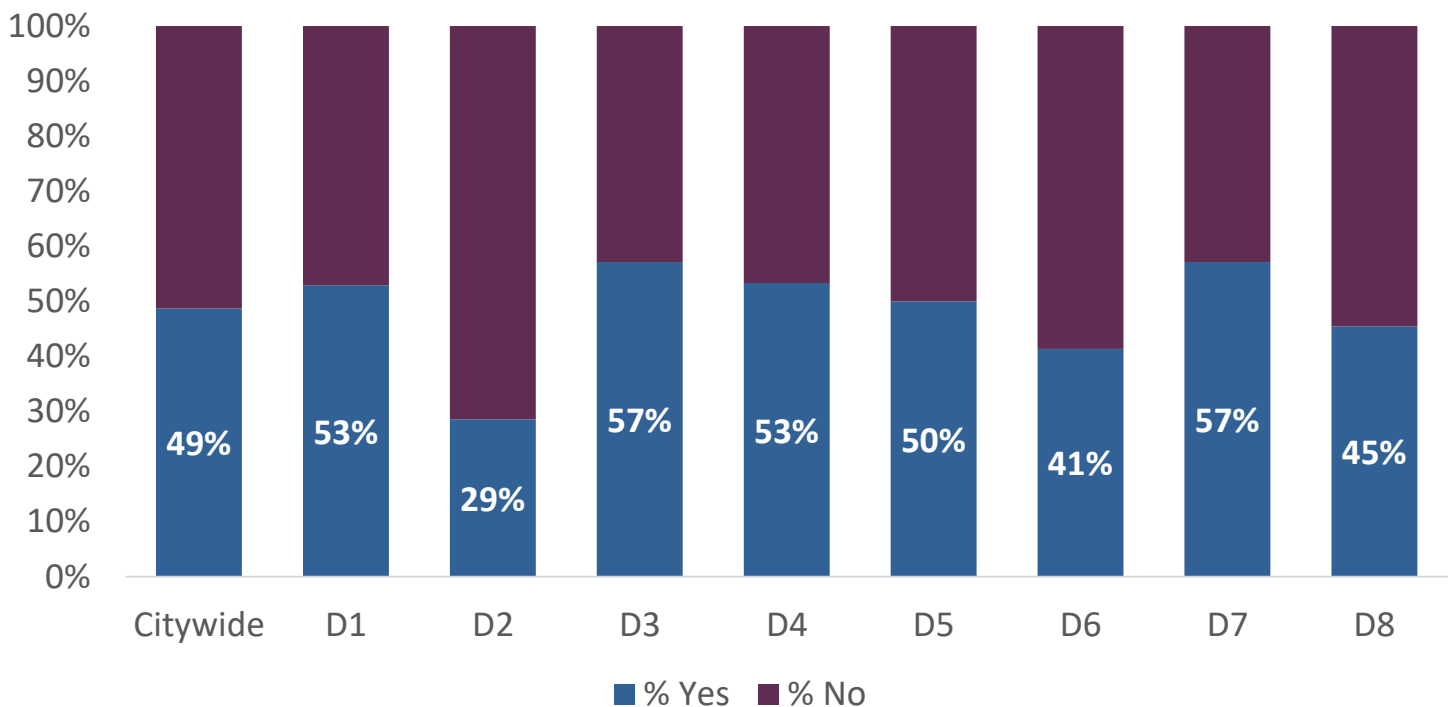
N = 116

Neighborhoods & City Services

Downtown City Property Improvements: \$10.1 million

Address major equipment and building deficiencies at facilities in the Downtown Phoenix Government Campus: Phoenix City Hall, Calvin C. Goode Municipal Building, Phoenix Municipal Court, and the 305 and Adams Street Garages. Facility Condition Assessments completed in 2021 identified the need to repair/replace HVAC, plumbing, elevator, electrical, and security systems.

(Various)

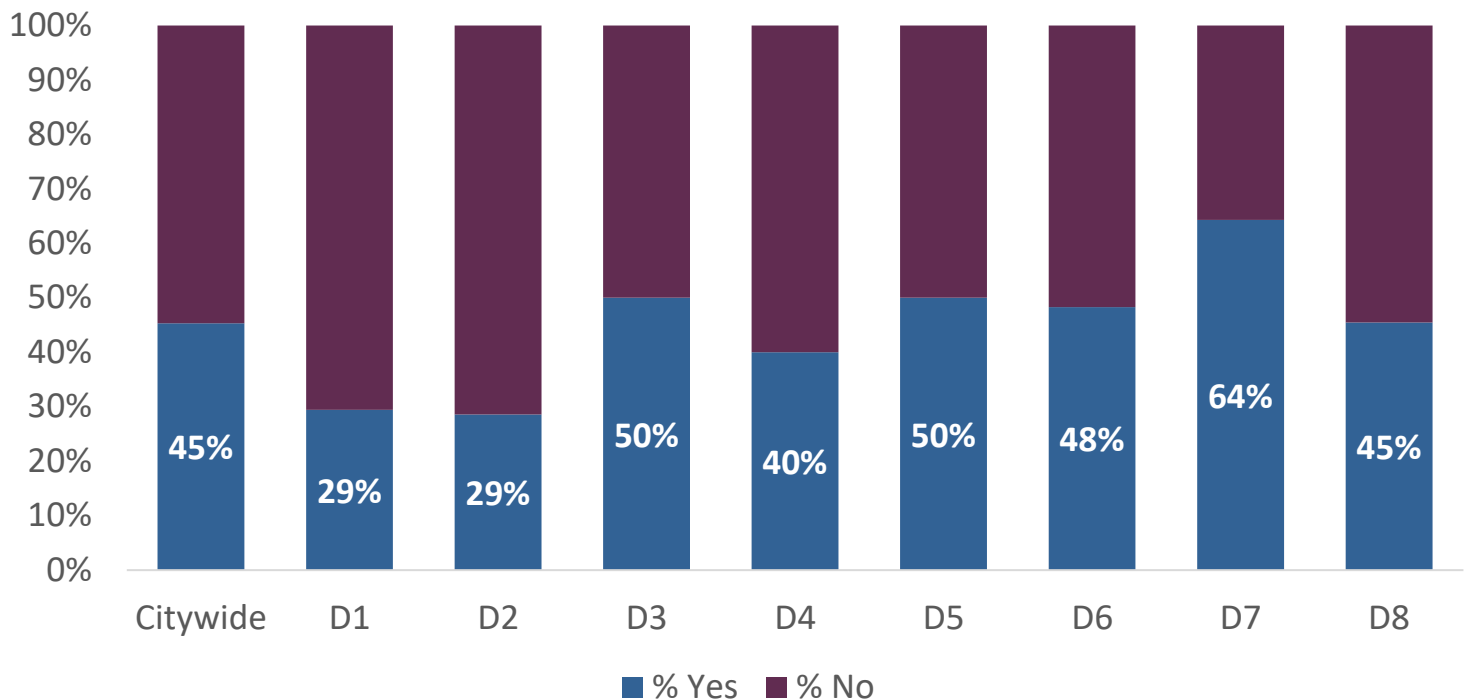


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Neighborhoods & City Services

Heritage Square Facilities Restoration: \$653,737

Buildings and exterior repairs and restorations include: (1) Silva House: floor repairs, roof replacement, and HVAC; (2) Teeter House: electrical panel upgrade, and floor repairs; (3) Pizzeria Bianco and Bar Bianco: electrical panel upgrade, and floor repairs; and (4) replace clay pipe plumbing, and perform foundation and brick/mortar repairs. (115 N. 6th Street)



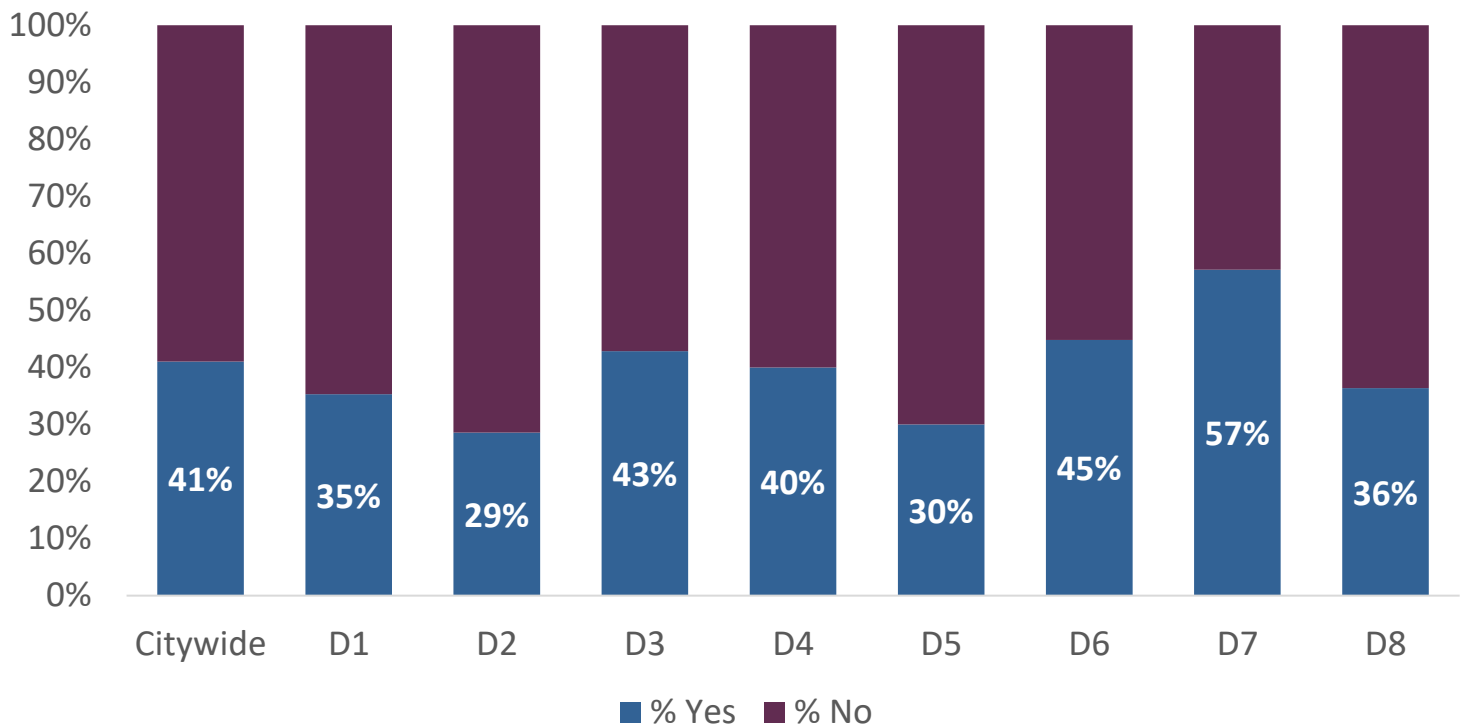
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Neighborhoods & City Services

Historic Preservation Demonstration Project Grants: \$1.3 million

Encourage rehabilitation and reuse of historic commercial, multi-family and institutional buildings. Provide funding assistance for projects that best demonstrate City historic preservation goals and objectives, paying up to 50 percent of eligible rehabilitation costs for buildings listed individually on the City’s historic register or as contributing properties in a City historic district.

(Multiple)



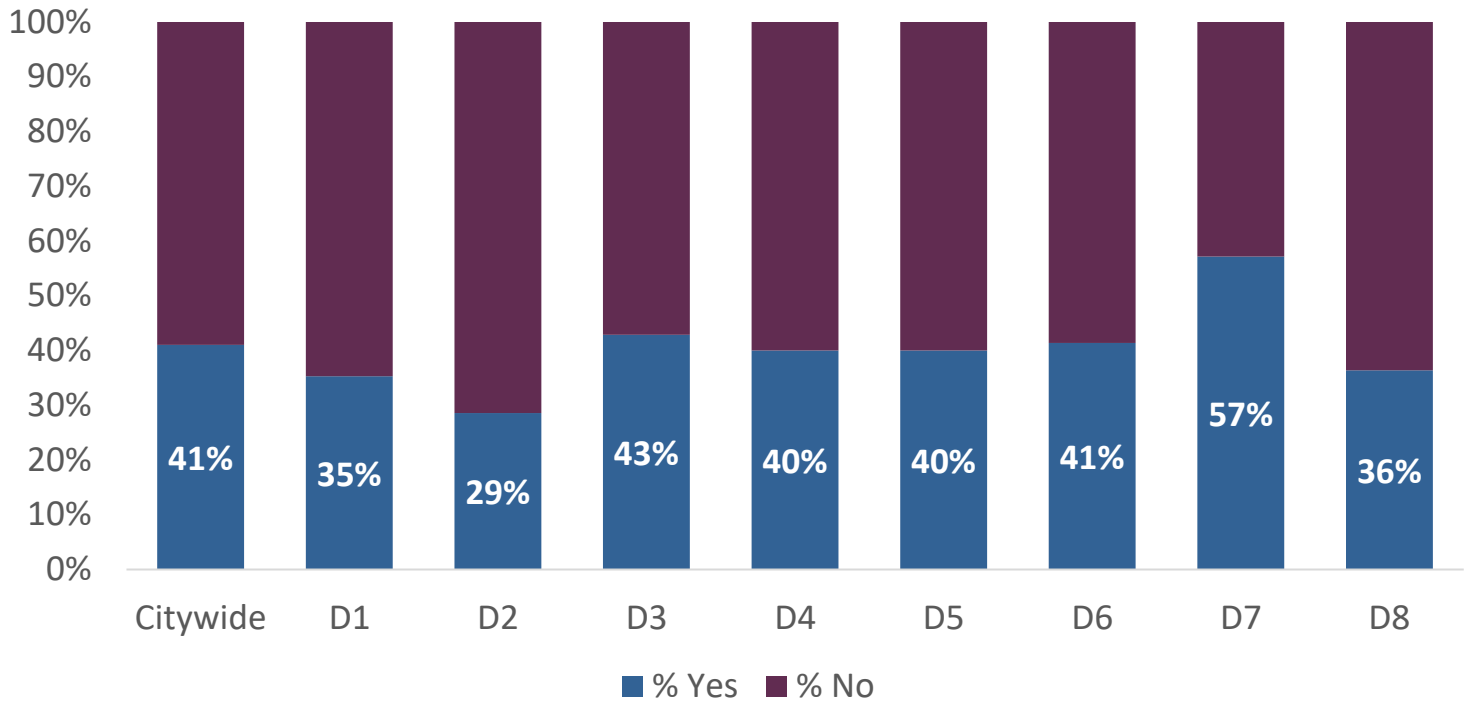
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Neighborhoods & City Services

Historic Preservation Exterior Rehabilitation Grant Program: \$1.1 million

Provide matching grants to complete critical structural and exterior restoration work on historic dwellings with a minimum matching amount of \$5,000 to a maximum of \$20,000.

(Various)



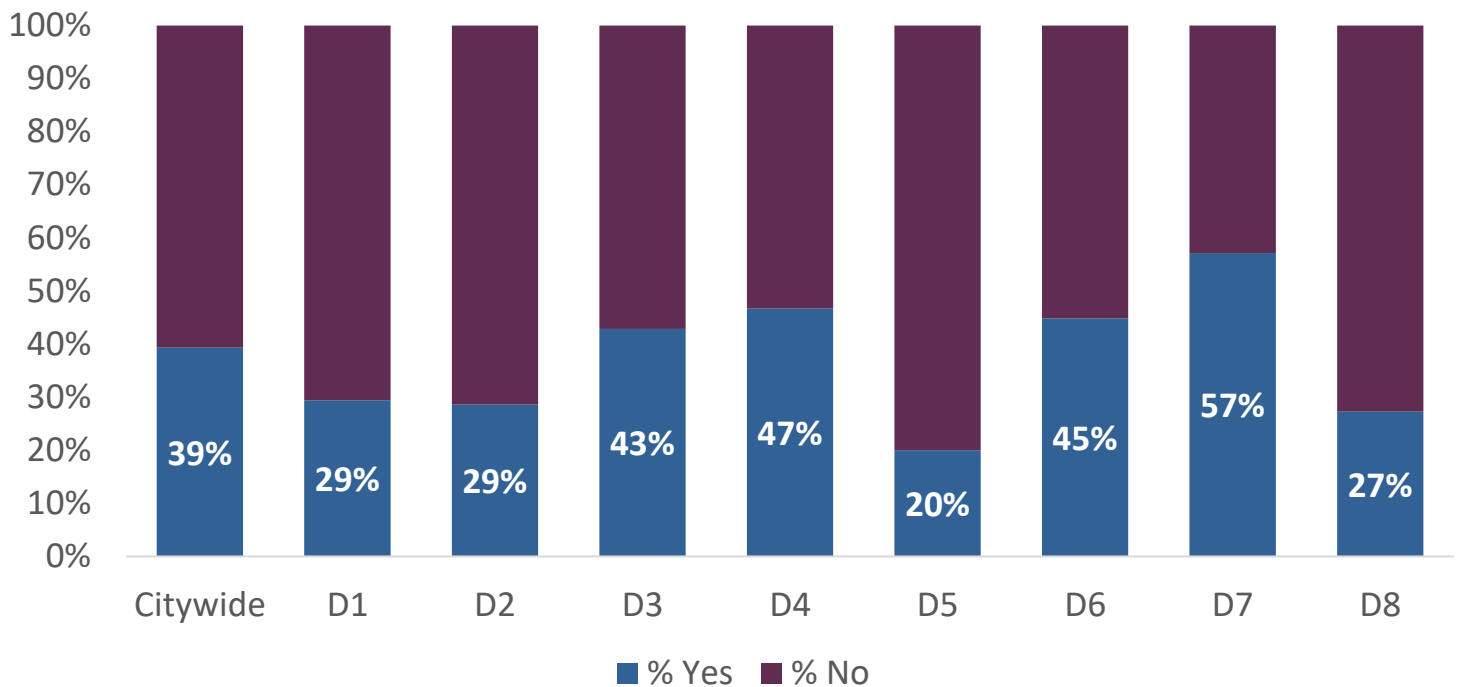
N = 116

Neighborhoods & City Services

Historic Preservation Warehouse & Threatened Buildings Program: \$1.8 million

Protect historic downtown warehouses and other threatened historic buildings. Assist property owners with exterior rehabilitation work or to acquire/assist with acquisitions of threatened historic properties. For rehabilitation projects, the program can pay up to 100 percent of eligible project costs provided that the owner expends an equal or greater amount of ineligible work items.

(Multiple)

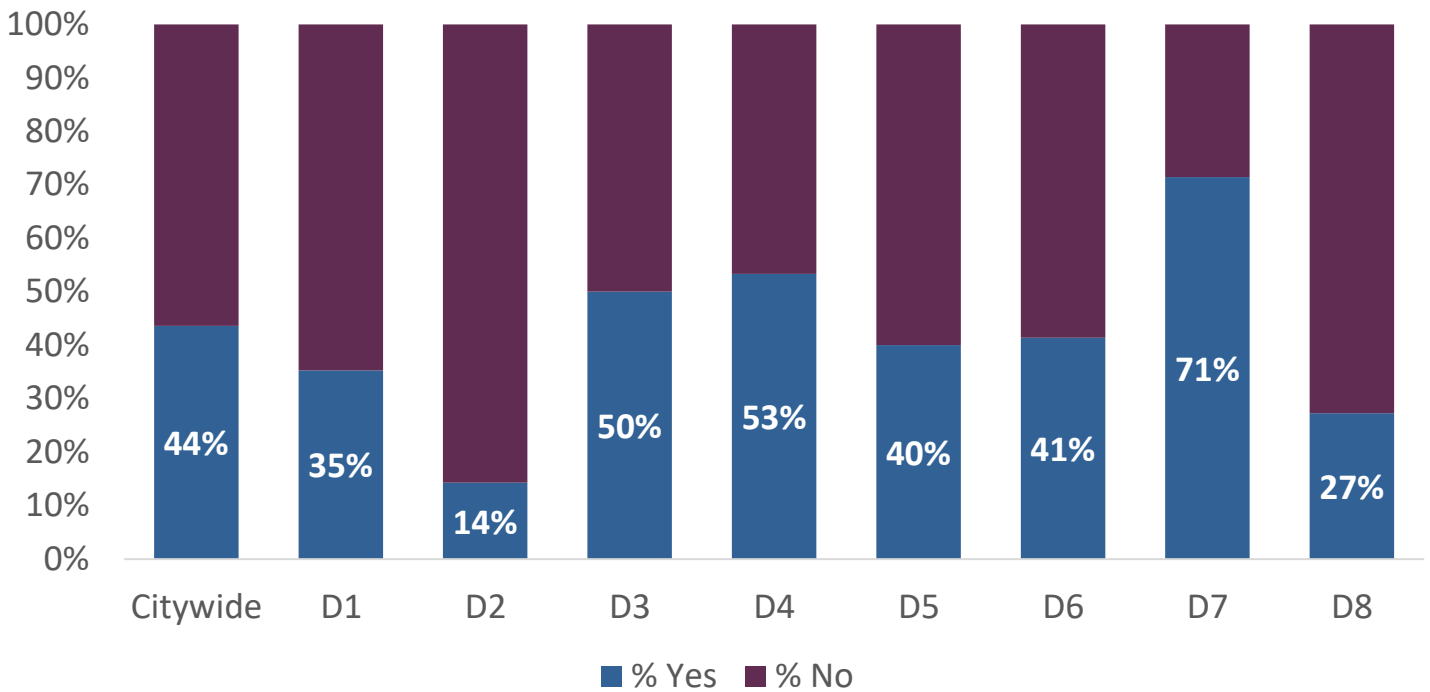


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Neighborhoods & City Services

Orpheum Theatre Exterior Rehabilitation: \$1.6 million

Restore and preserve the exterior architectural features of the historic Orpheum Theatre and upgrade the exterior accent lighting. (203 W. Adams Street)

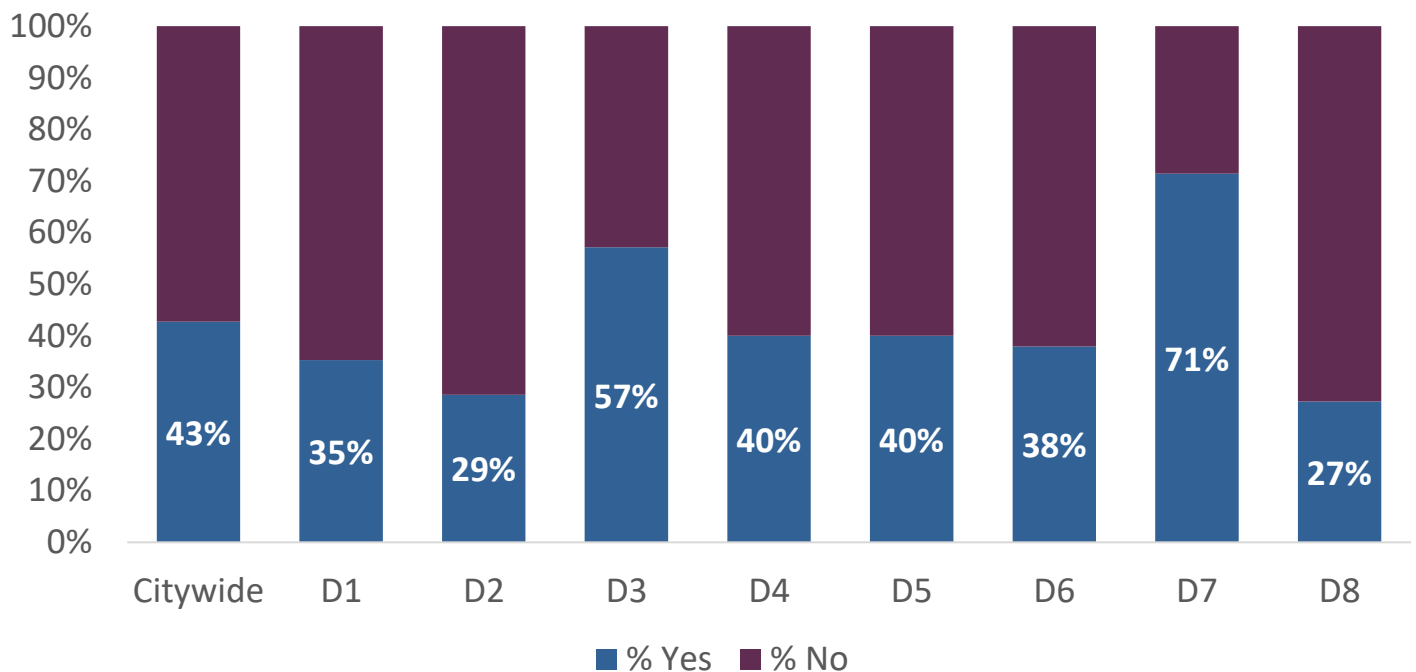


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Neighborhoods & City Services

Yucca Branch Library Expansion: \$5.5 million

Add 10,000 square feet to Yucca Branch Library to improve visitor experience by adding new amenities and reducing wait times. The additional space will provide new meeting and study rooms, allow for additional public computers, and accommodate an Automated Materials Handling System.
(5648 N. 15th Avenue)



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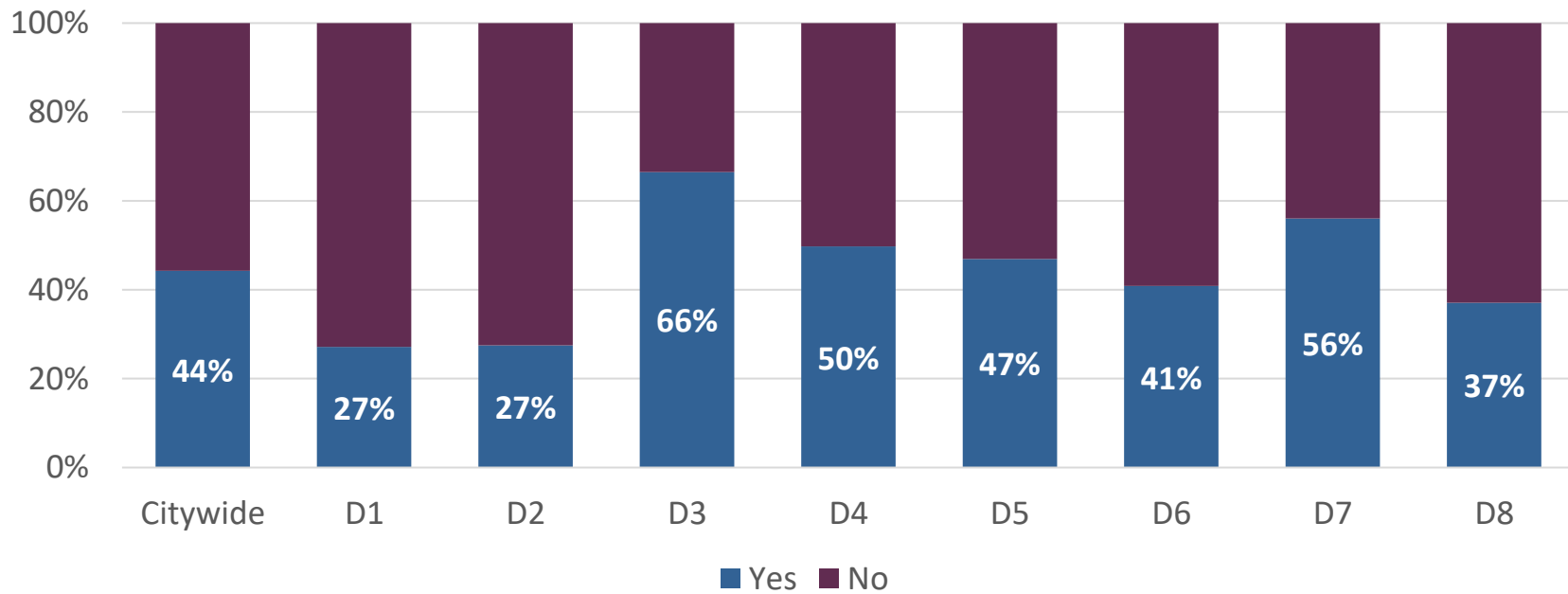
Neighborhoods & City Services

Comments:

1. Dave Eichelman (District 3) stated he was conflicted about using GO Bond funding towards private historical restoration projects through the Historic Preservation Exterior Rehabilitation Grant Program. He explained the funds have historically been distributed to those who already have resources to complete the projects on their own. (July 2022)
2. Marshall Zeable (District 1) opposed the Yucca Branch Library Expansion, stating there is no need for physical libraries now that everything is online. (Aug. 12 Report)

Parks & Recreation

The percent of residents indicating “yes” or “no” for the Parks & Recreation and Library category, by district

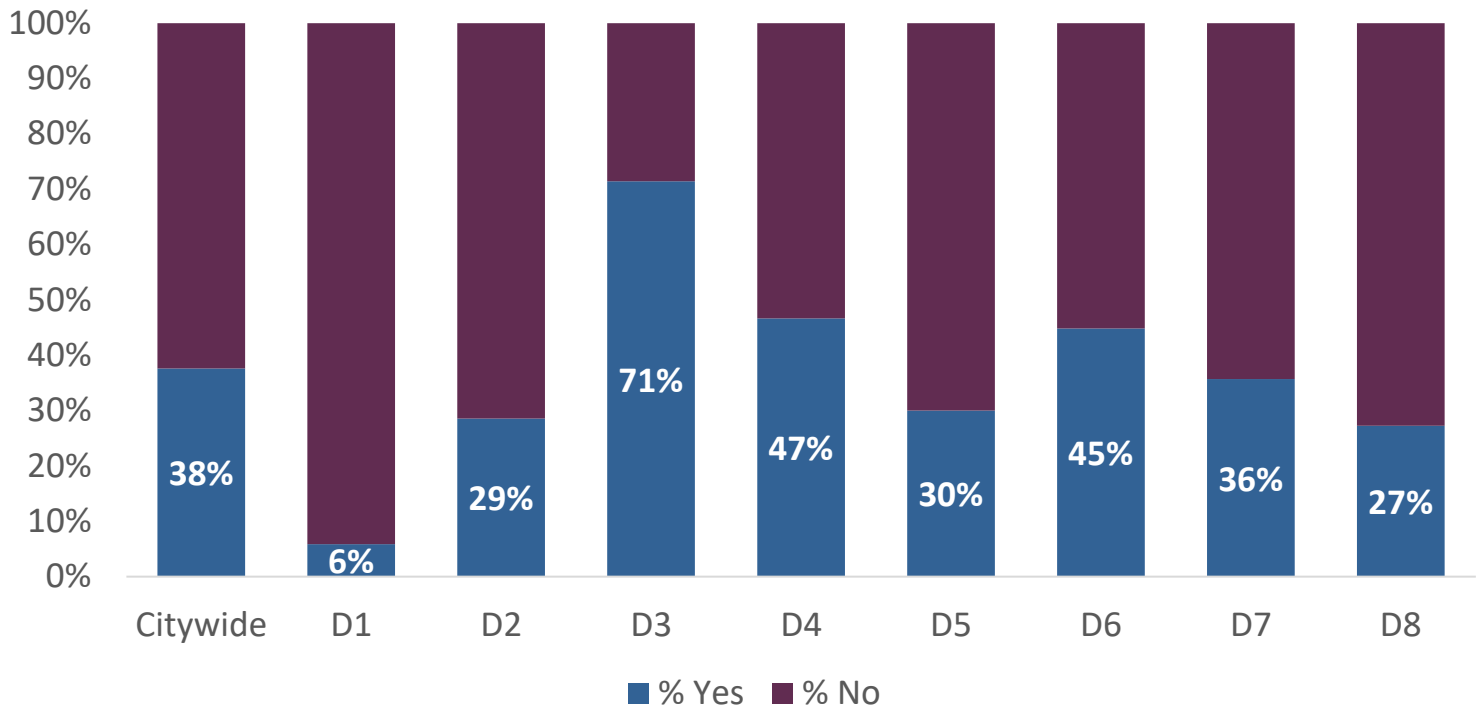


number of submissions (N) = 116

Parks & Recreation

Desert View Civic Space - Phase 1: \$8.4 million

Design and construct Phase 1 of the Desert View Village Civic Space. At completion the Desert View Village Civic Space is expected to include a 40 acre regional park, a community center, a branch library, and a park and ride. Phase 1 consists of the civic space master plan, regional park design, construction of 1/2 of regional park amenities, and a 13,000 square foot branch library. (Deer Valley Drive & Tatum Boulevard)

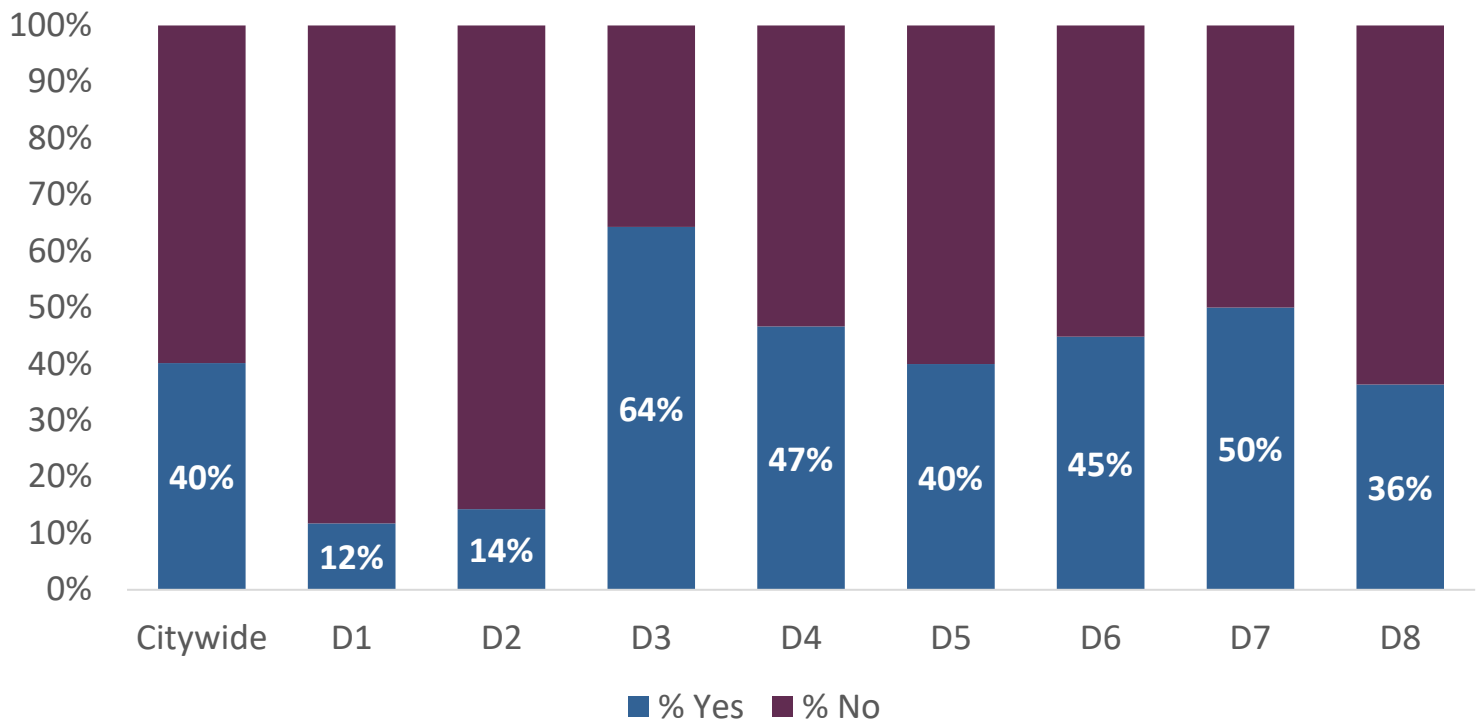


N = 116

Parks & Recreation

Estrella Civic Space - Phase 1: \$12.3 million

Design and construct Phase 1 of the Estrella Village Civic Space. At completion the Estrella Village Civic Space is expected to include a 93 acre regional park, a community center, an aquatic center, and a branch library. Phase 1 consists of the civic space master plan, regional park design, construction of 1/3 of regional park amenities, and a 20,000 square foot branch library. (91st Avenue & Lower Buckeye)



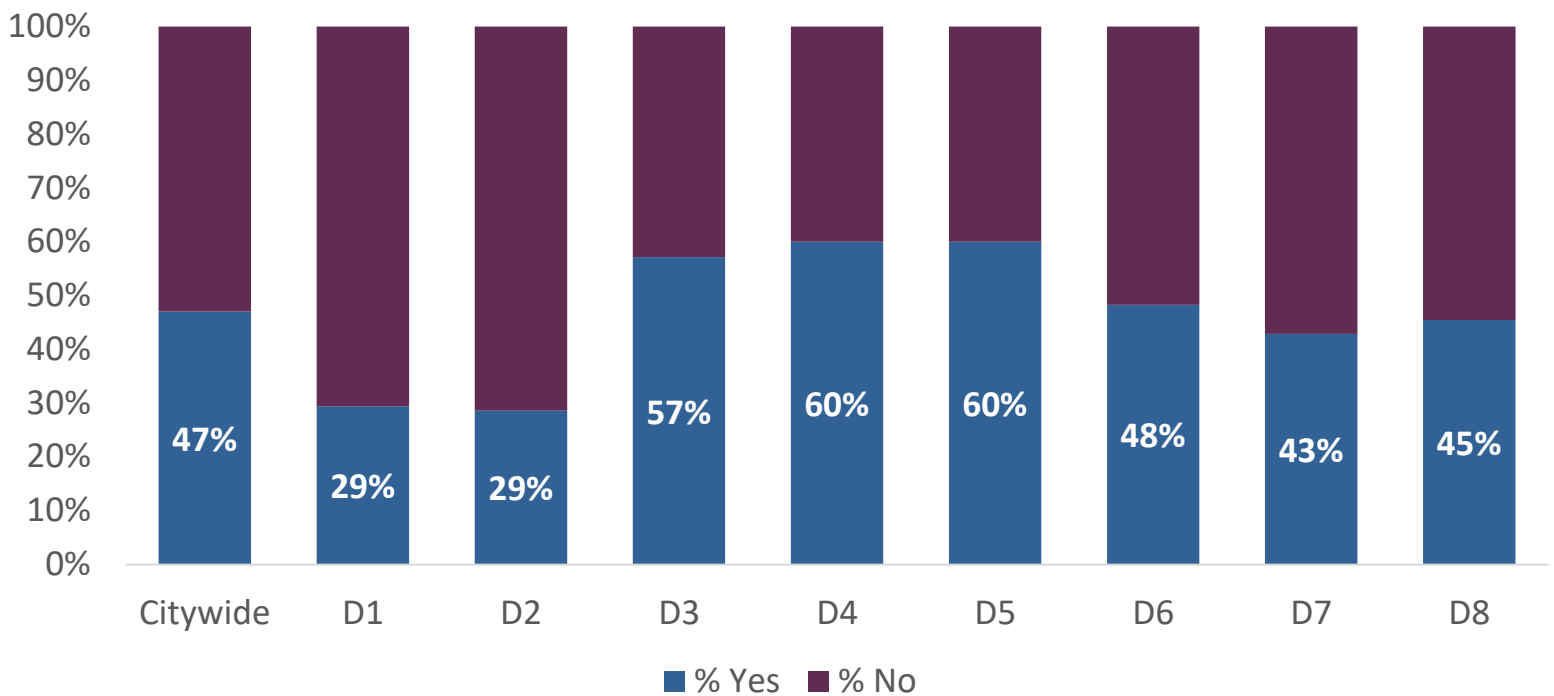
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Parks & Recreation

Harmon Park Regional Pool and Three Splash Pad Sites: \$12.8 million

Repurpose four pools in south Phoenix to provide a regional pool at Harmon Park, and 3 splash pads at Alkire, Grant, and University Parks. The regional pool will feature a 25-meter lap pool with dive boards, zero depth entry, water play area, swimming lesson area, water slide, shade structures, pool heater, and playground. Construct an ADA accessible bath house with a lifeguard room for training.

(Various)

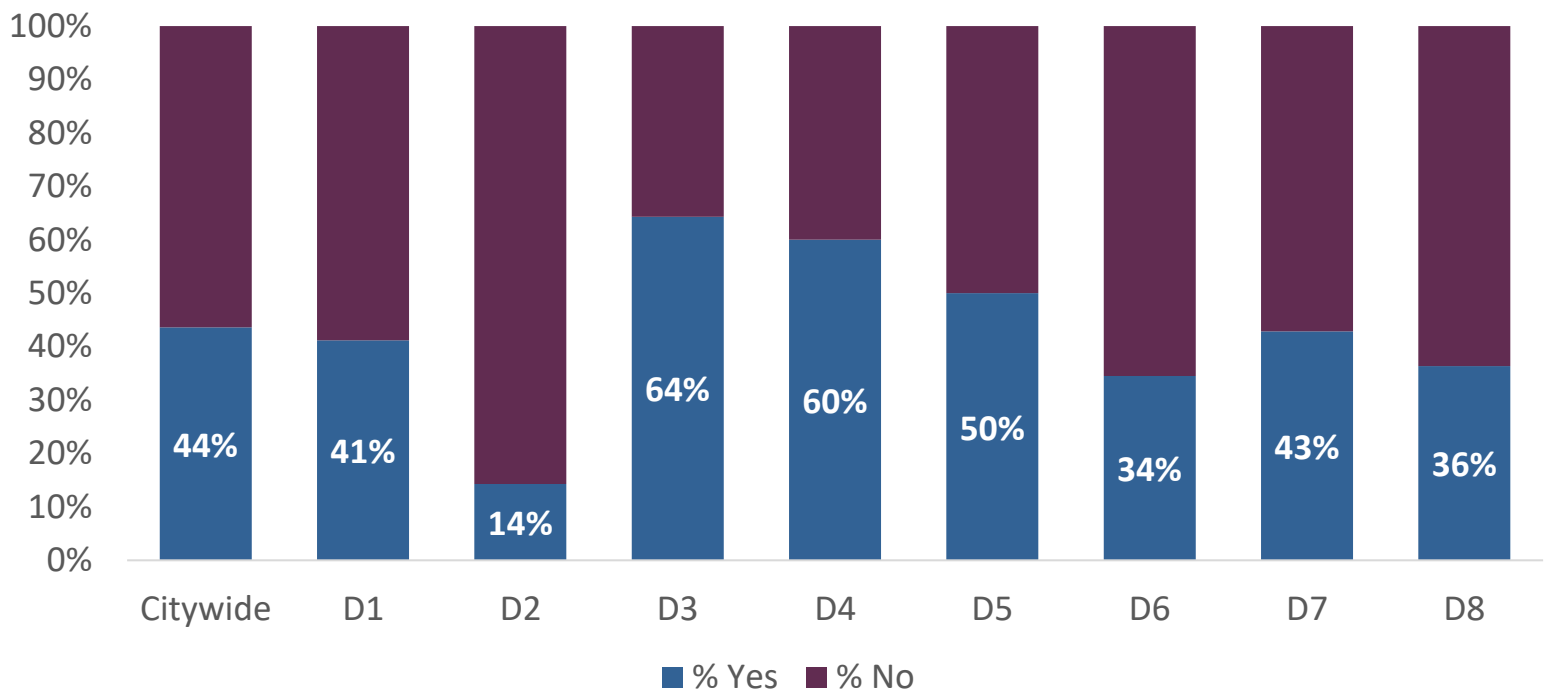


N = 116

Parks & Recreation

Margaret T Hance Park Improvements: \$17.8 million

Design and construct Central Bridge Plaza improvements to create safer, more accessible entry points for park patrons. Build a hill feature north of the garden to increase open green space. Develop a defined tree grove to improve and support the City's Tree and Shade Master Plan. Expand parking on the west end. Incorporate an interactive water feature amenity.
(67 W. Culver Street)



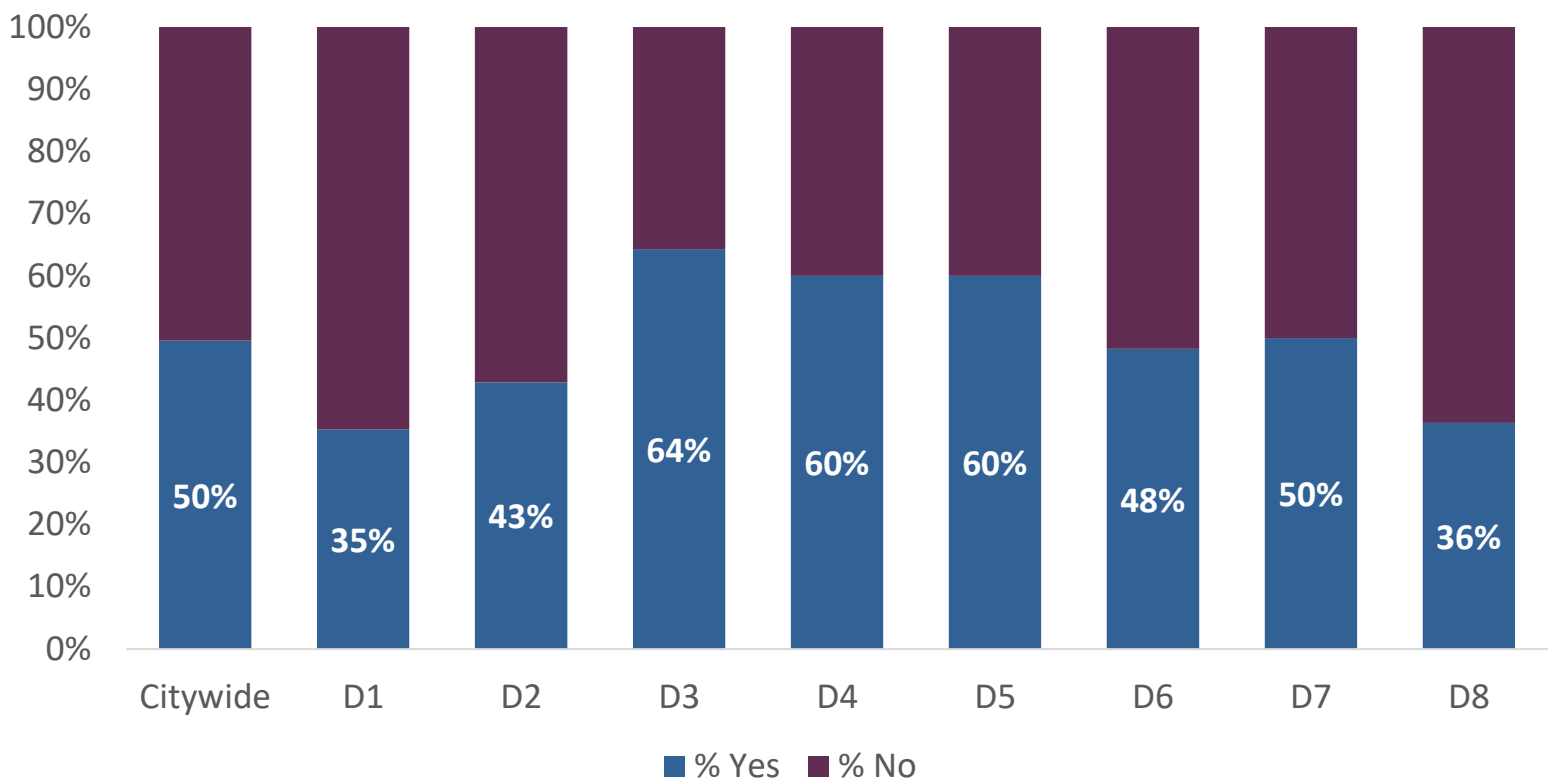
N = 116

Parks & Recreation

Maryvale Park Regional Pool and Two Splash Pad Sites: \$14.4 million

Repurpose three deteriorating pools in the Maryvale area to provide a first-rate regional pool at Maryvale Park and install two new splash pads at Marivue Park and Holiday Park. The regional pool will feature a 25-meter lap pool with dive boards, zero depth entry, interactive water play area, swimming lesson area, water slide, shade structures, pool heater, and water playground.

(Various)

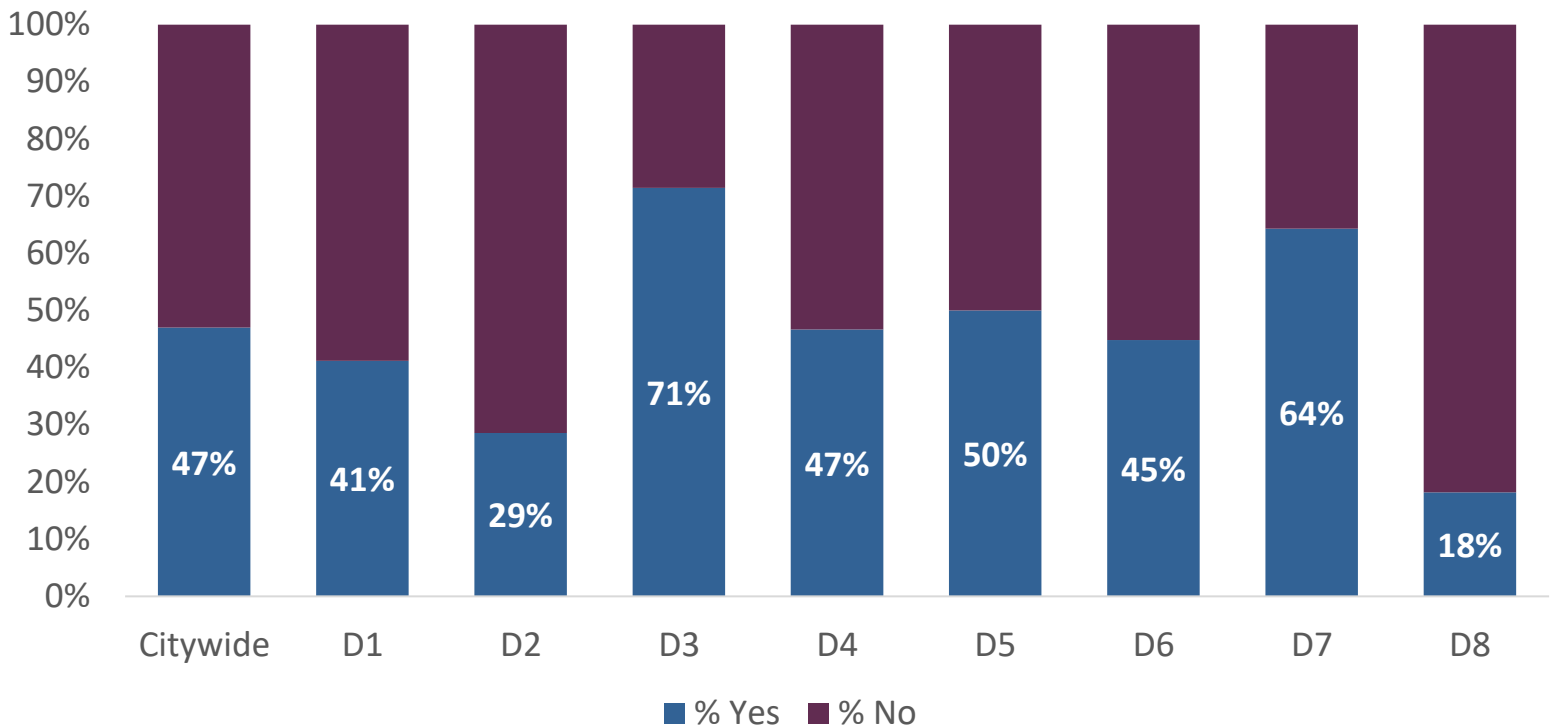


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Parks & Recreation

Mountain View Community Center Sports Complex Improvements:
\$1.2 million

Renovate the exterior sports courts at the Mountain View Community Center, including existing basketball and tennis courts and construct 16 (or more) pickleball courts.
(1104 E. Grovers Road)

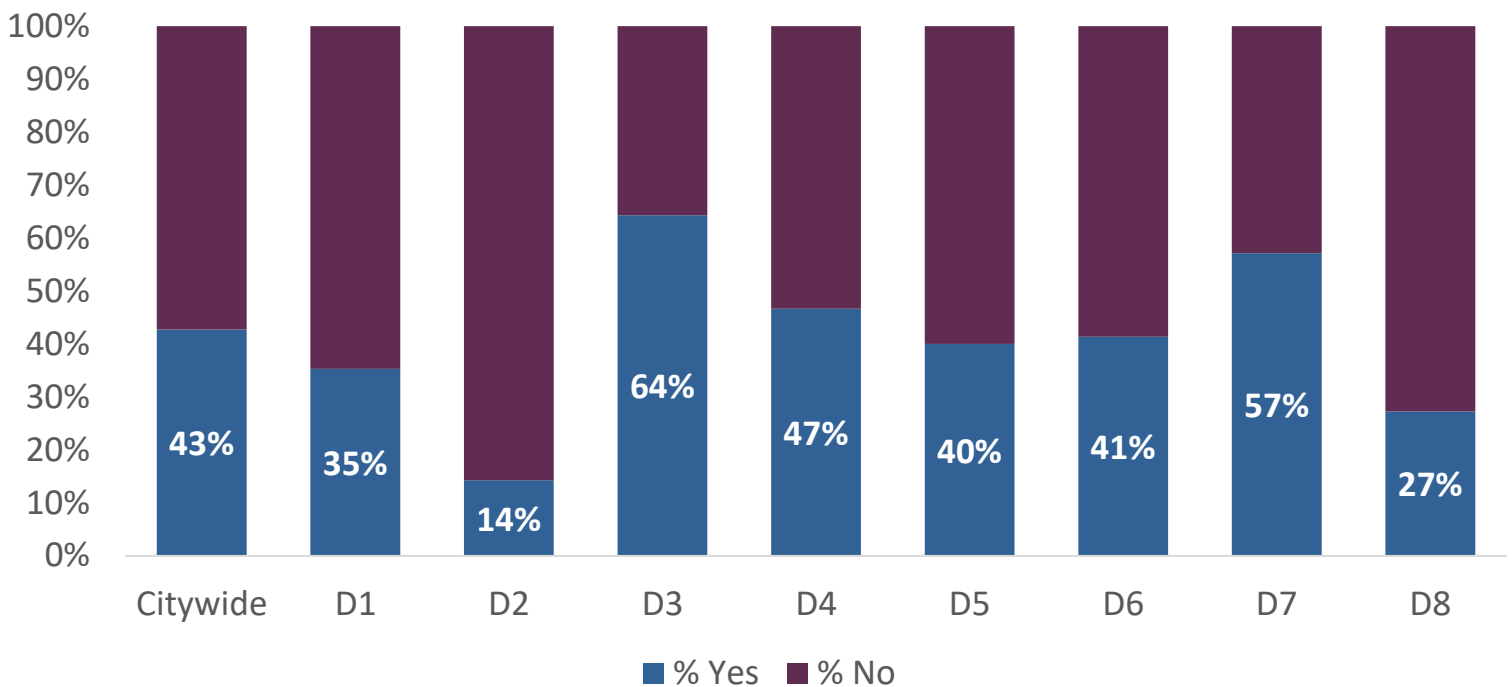


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Parks & Recreation

Pueblo Grande Museum and Archaeologic Park Improvements: \$6.8 million

Perform structural improvements to the Adobe Workshop. Update museum galleries to preserve thousands of prehistoric artifacts. Ensure exhibits convey the stories and perspectives of Tribal Nations. Improve access and visitor experience. Upgrade the collection facilities to increase storage capacity, efficiency, and staff safety. Design and construct access improvements to the Park of Four Waters.
(4619 E. Washington Street)

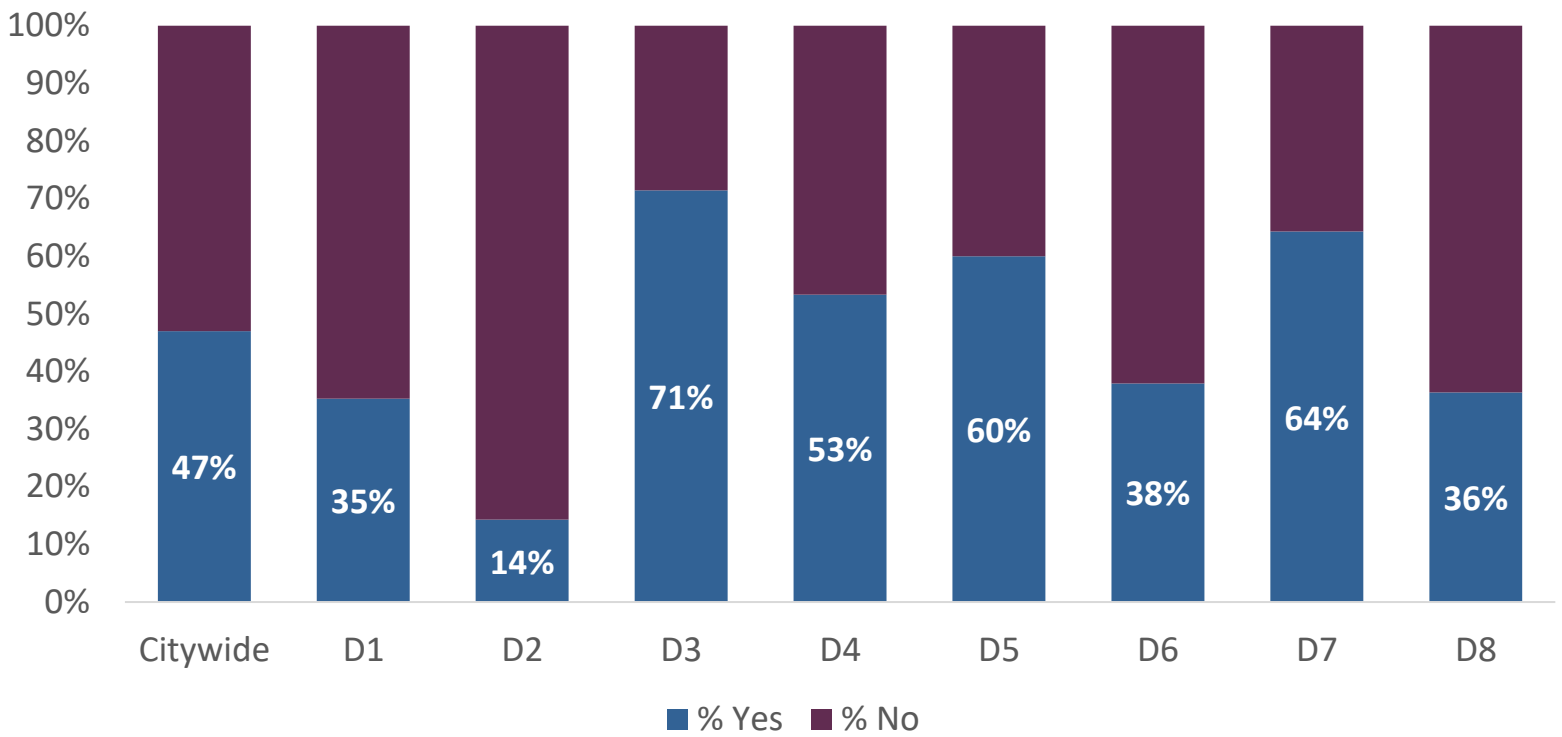


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Parks & Recreation

Rio Salado Embankment Erosion Control: \$4.6 million

Restore eroded embankments and reinforce 12 known compromised areas with compacted clean fill and large boulder size rip rap.
(2439 S Central Avenue)

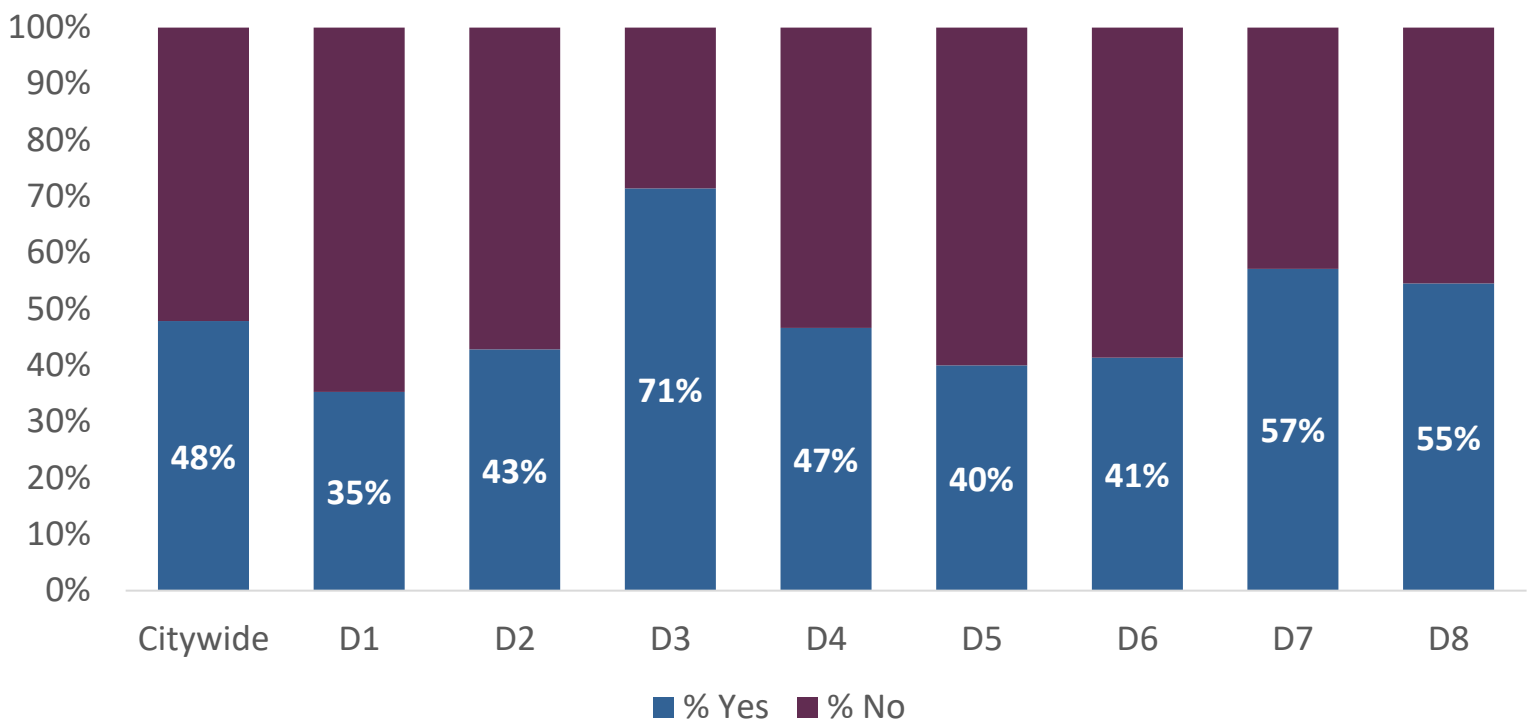


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Parks & Recreation

South Mountain Community Center Renovations: \$5.6 million

Renovate the South Mountain Community Center. Needs include new air conditioning units and air handlers, new flooring to address ADA issues, gymnasium perimeter replacement, restroom renovations, millwork (built-in counters, cabinets, etc.), lighting improvements, and dance room remodel.
(212 E. Alta Vista Road)

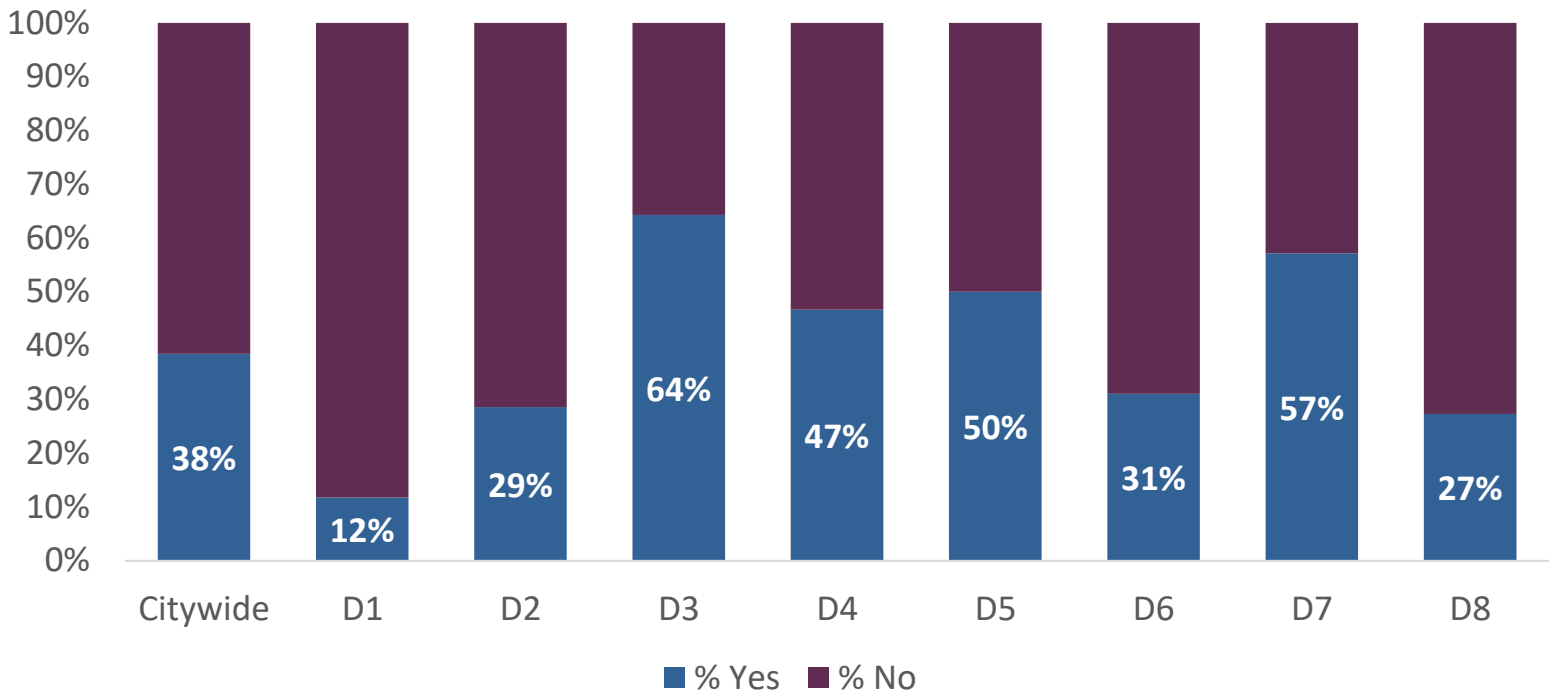


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Parks & Recreation

South Mountain Roadway Safety Enhancements: \$15.6 million

Design and construct safety improvements to the 15 miles of South Mountain Park roadways. Repave and structurally solidify the roadway where possible.
(10919 S. Central Avenue)



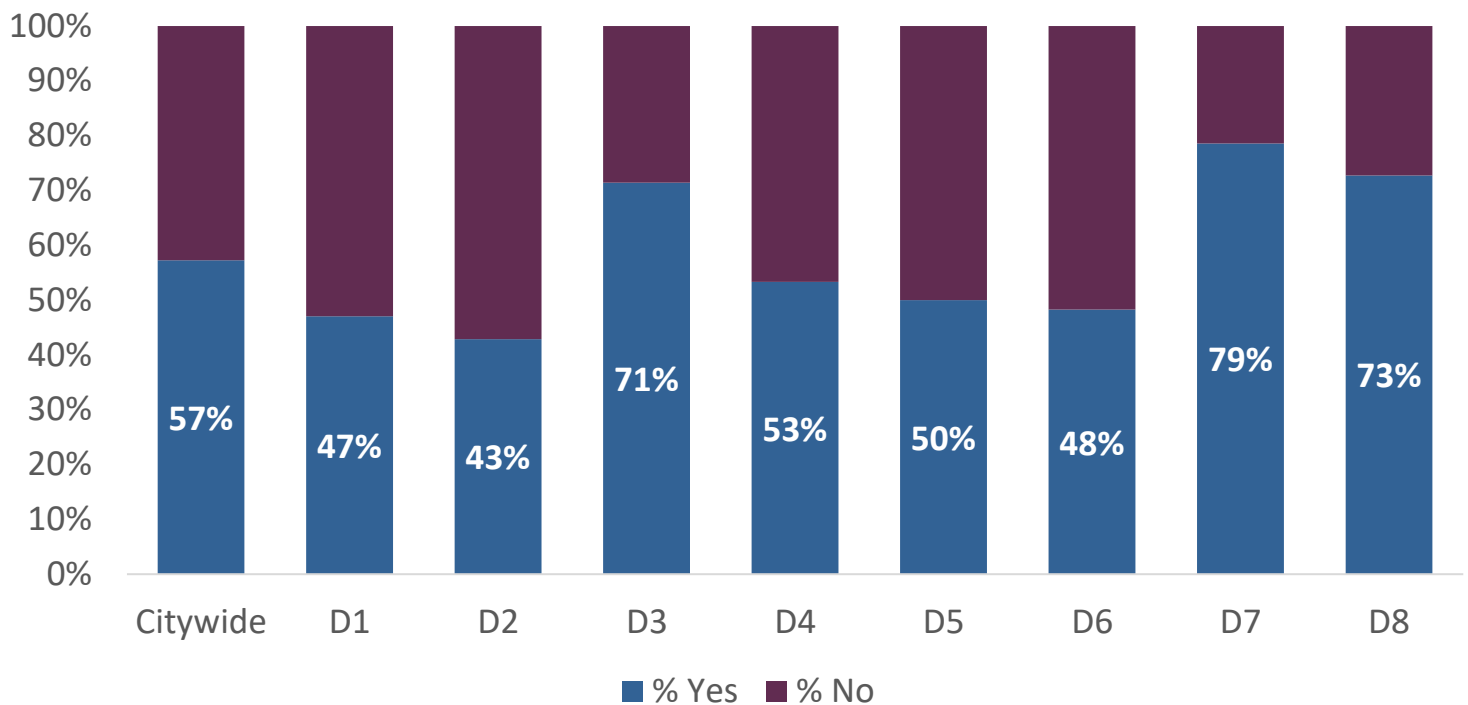
N = 116

Parks & Recreation

South Phoenix Youth Center Improvements: \$3.2 million

Renovate the South Phoenix Youth Center. Needs include repair roof, ADA improvements, flooring replacement to avoid trip hazards, restroom renovations, stage renovation (lighting, floor, curtains, audio), basketball and sand volleyball court repairs, ramada, natural shade installation, irrigation replacement, lighting, and parking lot repairs.

(5245 S. 7th Street)

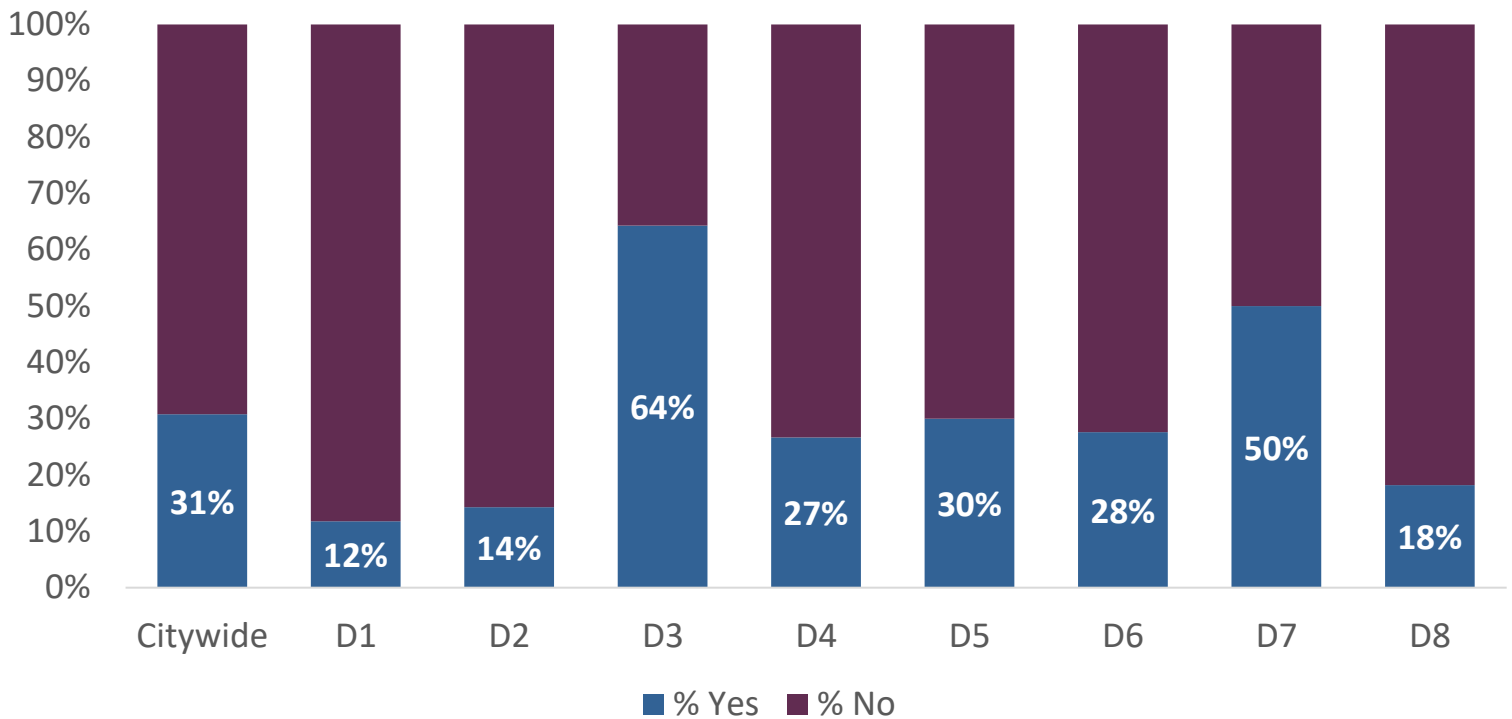


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Parks & Recreation

Telephone Pioneers of America Park Recreation Center Improvements: \$2.7 million

Renovate the recreation center at Telephone Pioneers of America Park. Reconfigure doors and entrances, improve flooring and update restroom facilities to comply with ADA standards, replace fire suppression and intrusion alarm systems, reconfigure landscaping to eliminate roof access, replace deteriorating cabinets and workstations, and upgrade interior and exterior lighting.
(1946 W. Morningside Drive)

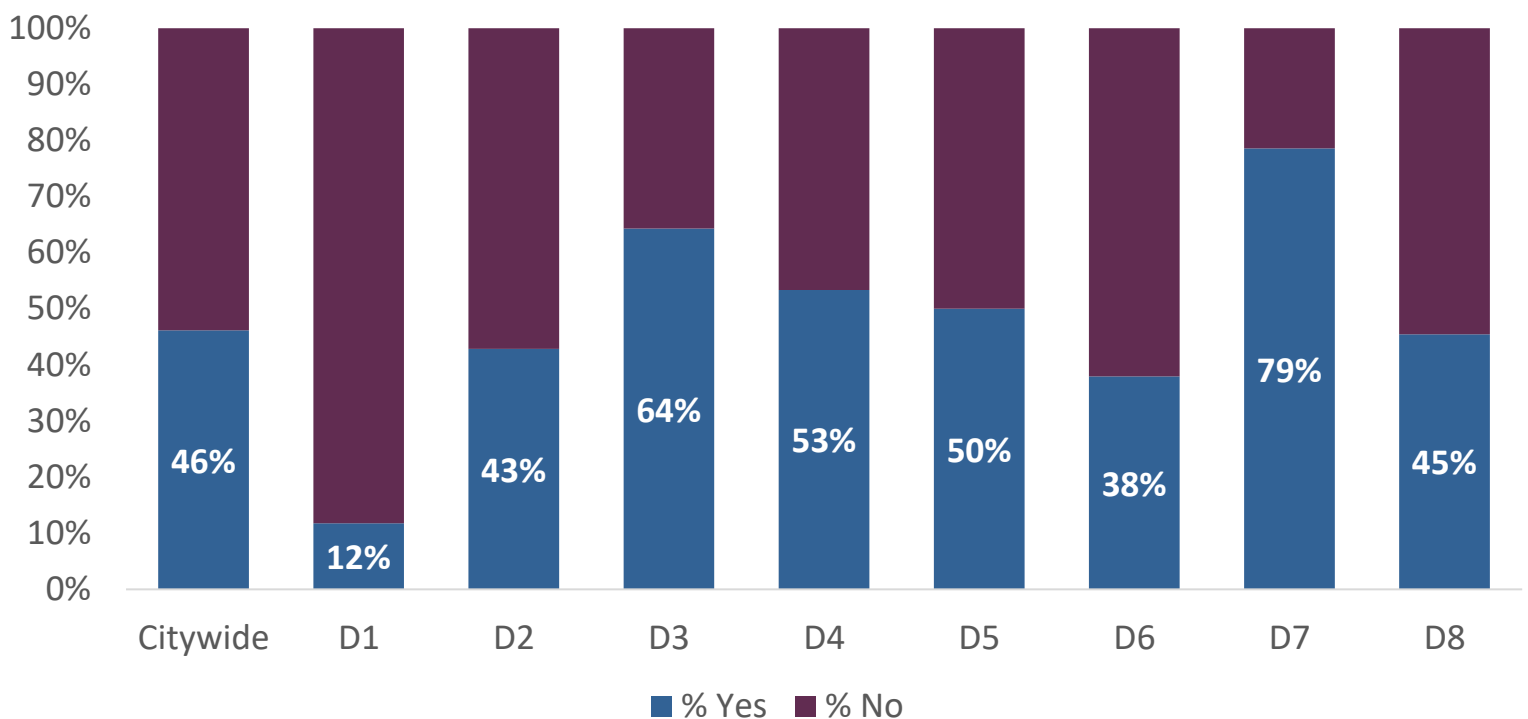


N = 116

Parks & Recreation

Washington Activity Center Renovations: \$3.6 million

Renovate the Washington Activity Center. Needs include replacing the aging intrusion alarm system, repairing damaged classroom ceilings, walls and built-in cabinets, restroom renovations, replacing aging exterior security doors throughout the center and auditorium building, and upgrading lighting.
(2240 W. Citrus Way)



N = 116



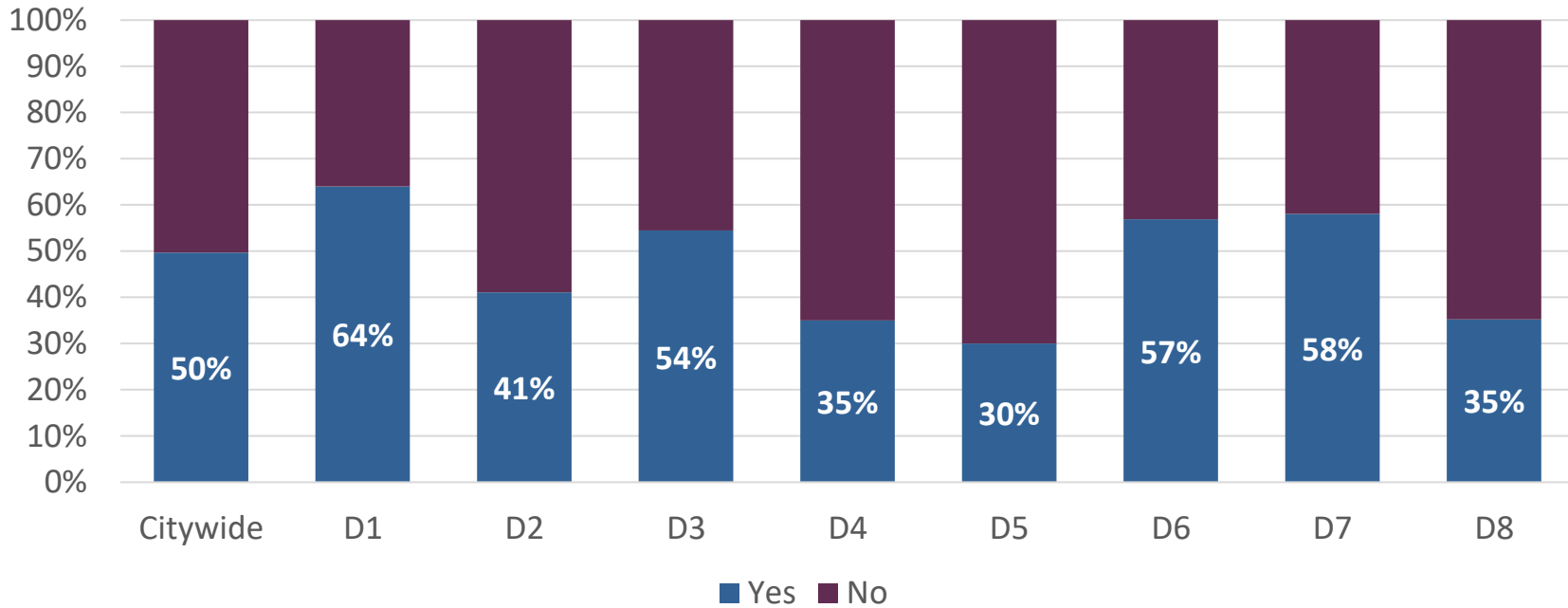
Parks & Recreation

Comments:

1. J. Coughlin (District 1) expressed support to fund the Harmon Park Regional Pool and stated the pools would be more important than the splash pads. Ms. Coughlin also supported funding for the Maryvale Park Regional Pool and Two Splash Pad Sites, proposing a reduction to the water playground and emphasizing the importance of swimming lessons and shade structure. (Aug. 12 Report)
2. Jennifer Dangremond (District 6) expressed support for funding Pueblo Grande Museum and Archaeologic Park Improvements but emphasized the importance of hearing from tribes and tribal members on returning artifacts and items remaining in storage at this location to tribes. (Aug. 26 Report)
3. Jonathan Franco (District 4) supported funding for South Mountain Roadway Safety Enhancements and requested the installation of bike lanes and sidewalks along the roadway, with a preference for parallel multi-use pathways. (Aug. 26 Report)
4. Liz C (District 7) supported funding for Estrella Civic Space - Phase 1 and requested pickleball courts be installed.

Public Safety

The percent of residents indicating “yes” or “no” for the Public Safety category, by district

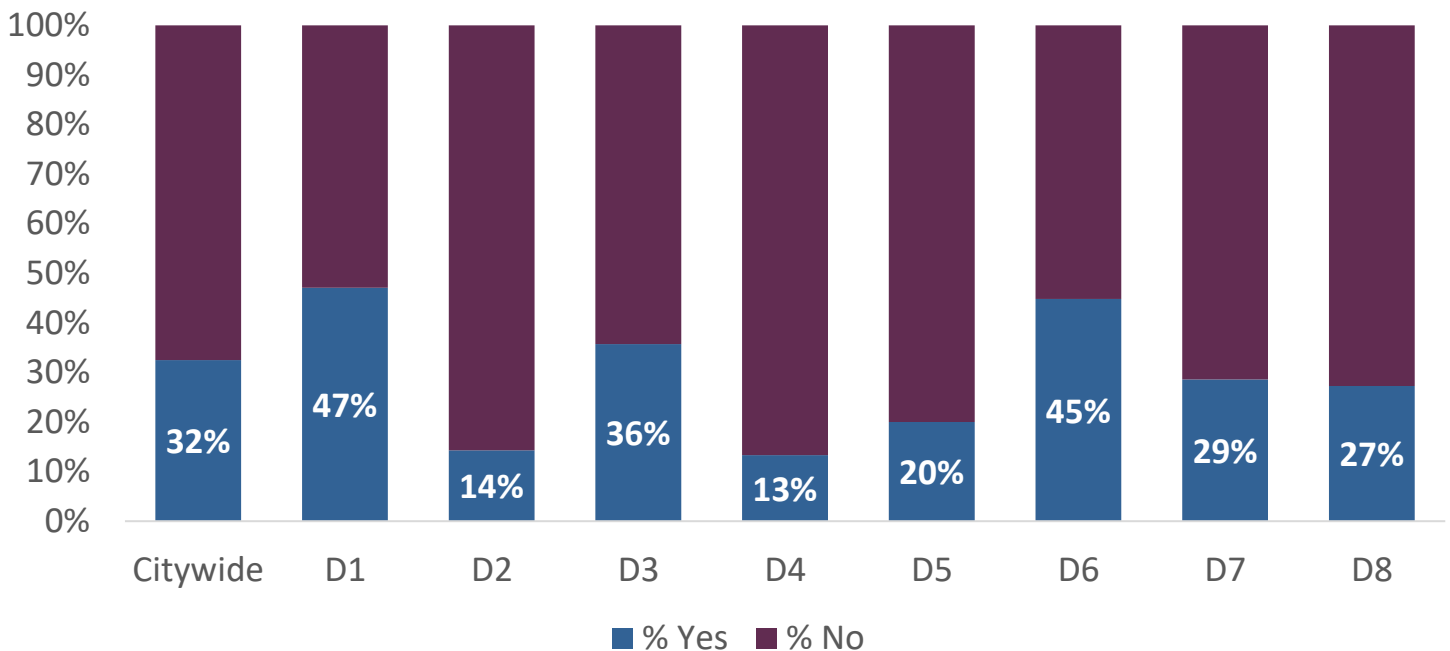


number of submissions (N) = 116

Public Safety

Cactus Park Precinct & Northern Command Center Relocation: \$49.5 million

Relocate the Cactus Park Police Precinct and Northern Command Center. Acquire 10 acres in a suitable location. Construct the following facilities: 13,225 square foot precinct with a community room, 12,136 square foot Traffic Bureau structure, motorcycle garage, and vehicle shop with an attached firearm training facility. Install solar covered parking. Demolish the existing precinct facility.

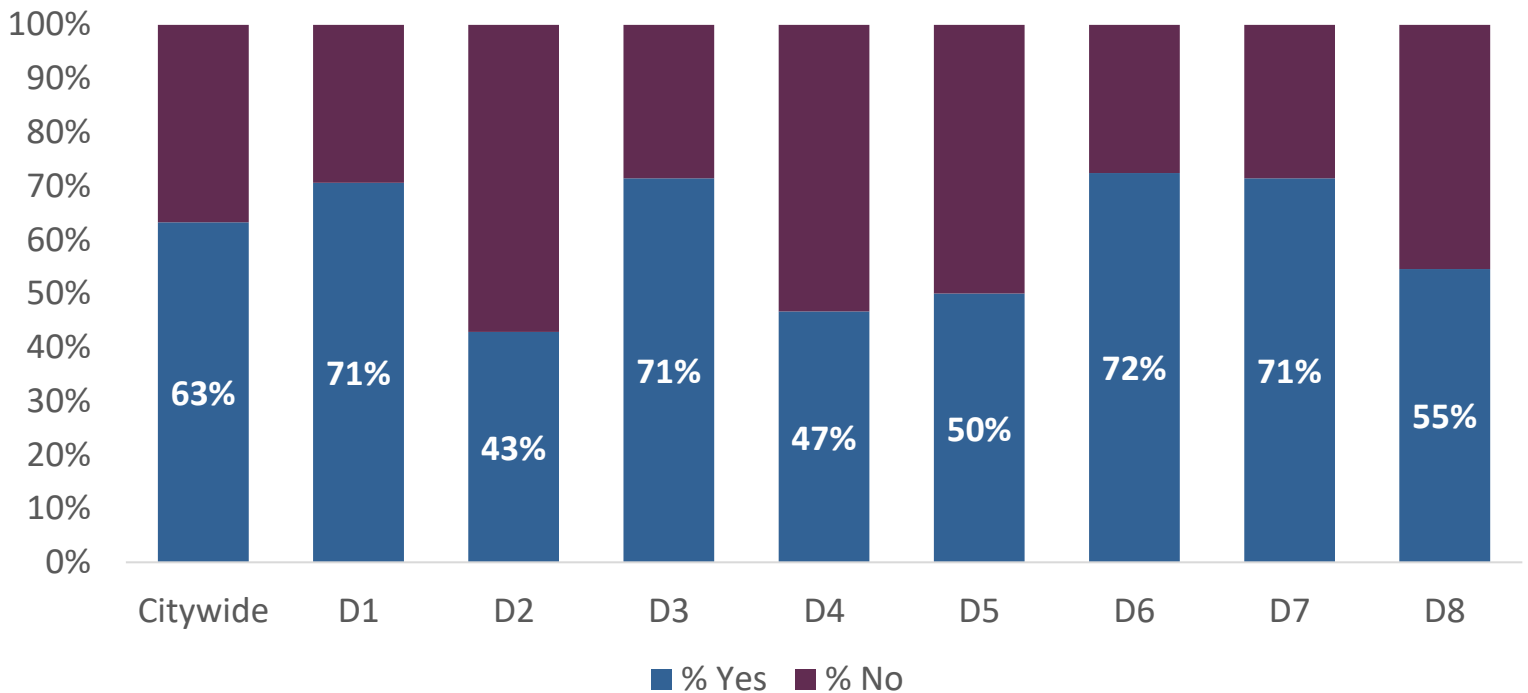


N = 116

Public Safety

Fire Station 13/Community Assistance Program: \$21.7 million

Replace and upgrade Fire Station #13. Acquire three acres of land in the vicinity of 44th Street and Thomas Road. Construct a new 18,000 square foot, 4-bay fire station to support additional emergency response personnel and equipment. Acquire 2 new apparatus (1 pumper and 1 rescue vehicle). The existing fire station building will be retained and utilized to support the Community Advocacy Program. (44th Street and Thomas)

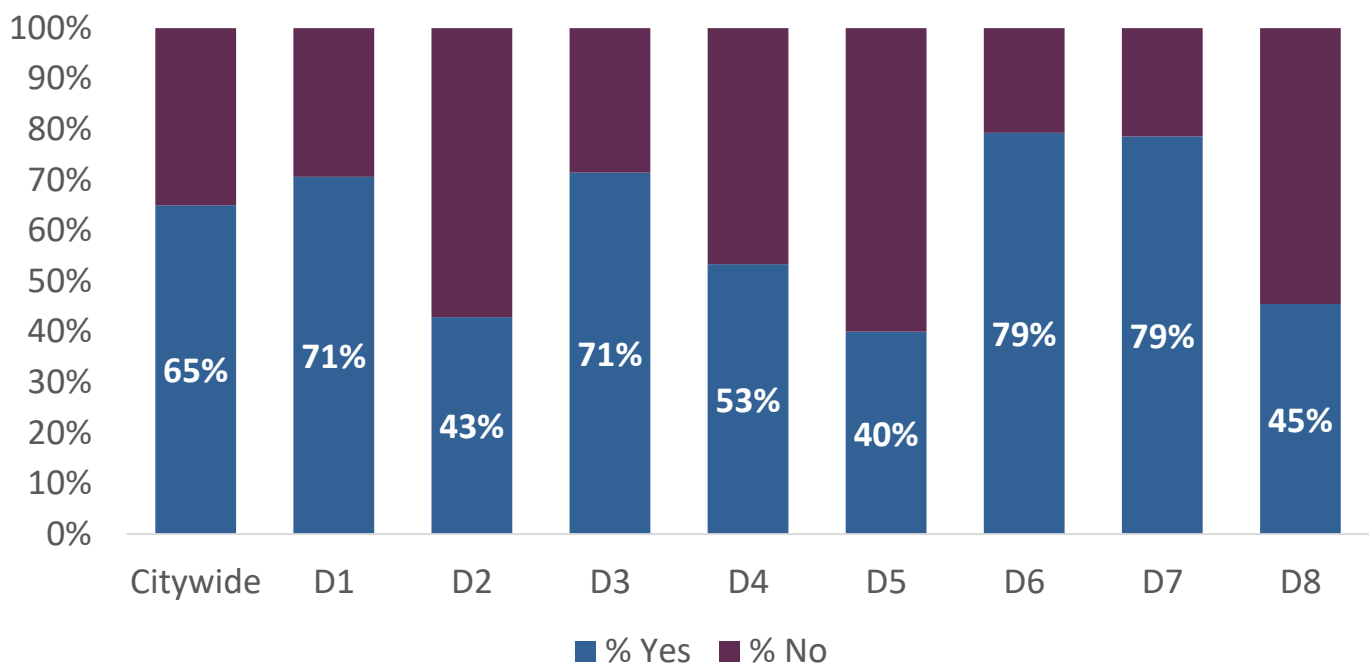


N = 116

Public Safety

Fire Station 15/Community Assistance Program: \$21.4 million

Replace and upgrade Fire Station #15. Acquire 3 acres of land in the vicinity of 45th Avenue and Camelback Road. Construct a new 18,000 square foot, 4-bay fire station to support additional emergency response personnel and equipment. Acquire 2 new apparatus (1 pumper and 1 rescue vehicle). The existing fire station building will be retained and utilized to support the Community Advocacy Program. (43rd Avenue and Camelback)

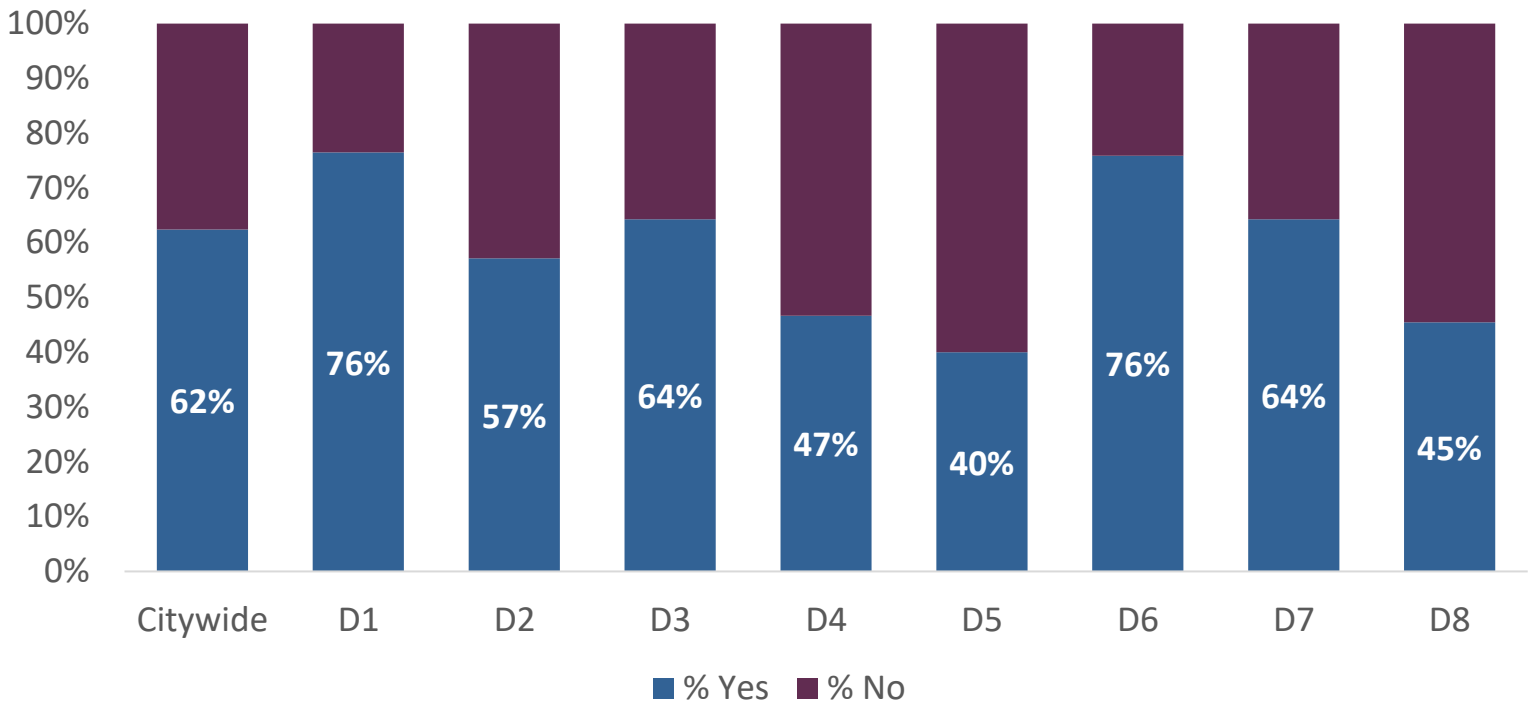


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Public Safety

Fire Station 51: \$18.5 million

Construct new Fire Station #51. Acquire three acres of land in the vicinity of 51st Avenue and SR303. Construct a new 20,000 square foot, five-bay fire station. Acquire five new fire apparatus (one ladder, one ladder tender, one pumper, one hazardous material support vehicle and one rescue vehicle), as well as one new battalion chief vehicle. (51st Avenue and SR-303)

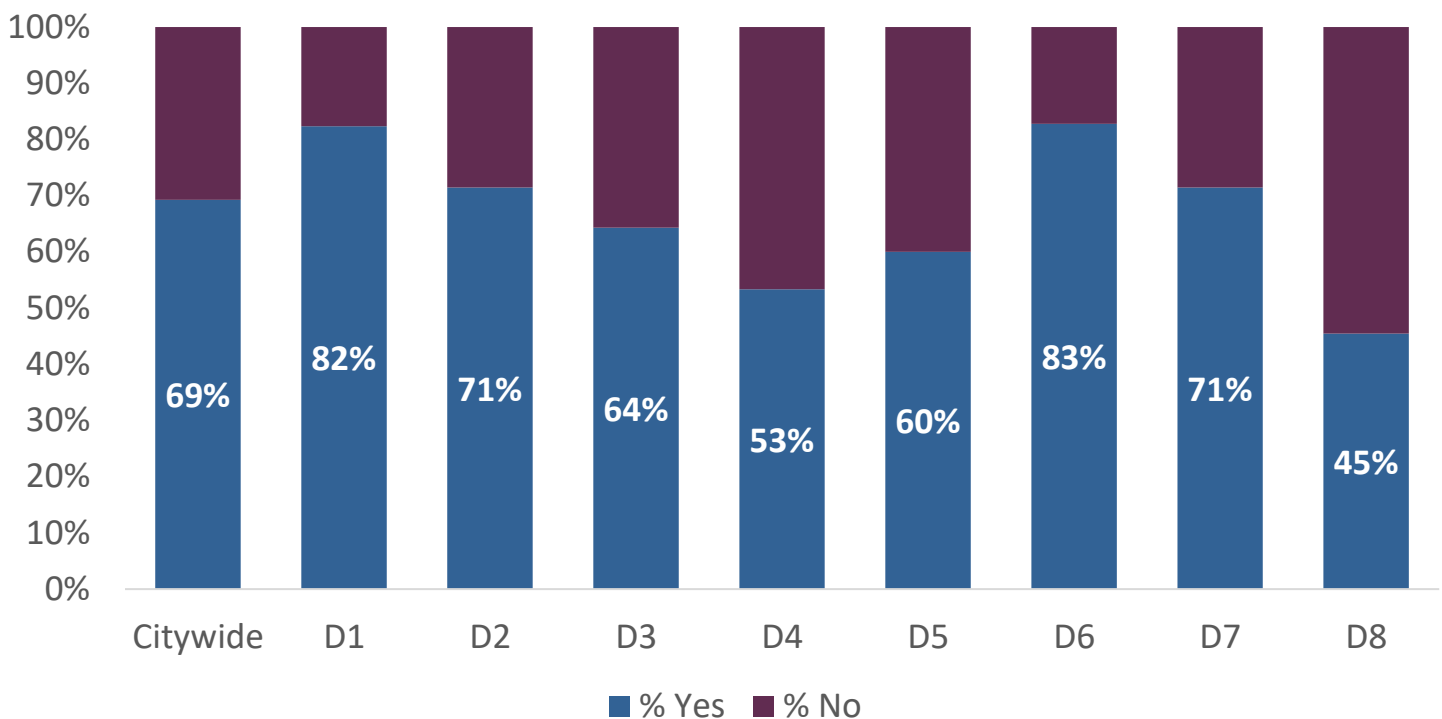


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Public Safety

Fire Station 7/Community Assistance Program: \$21.4 million

Replace and upgrade Fire Station #7. Acquire three acres of land in the vicinity of 4th Street and Hatcher Road. Construct a new 18,000 square foot, four-bay fire station to support additional emergency response personnel and equipment. Acquire two new apparatus (one pumper and one rescue vehicle). The existing fire station building will be retained and utilized to support the Community Advocacy Program.
(4th Street and Hatcher)

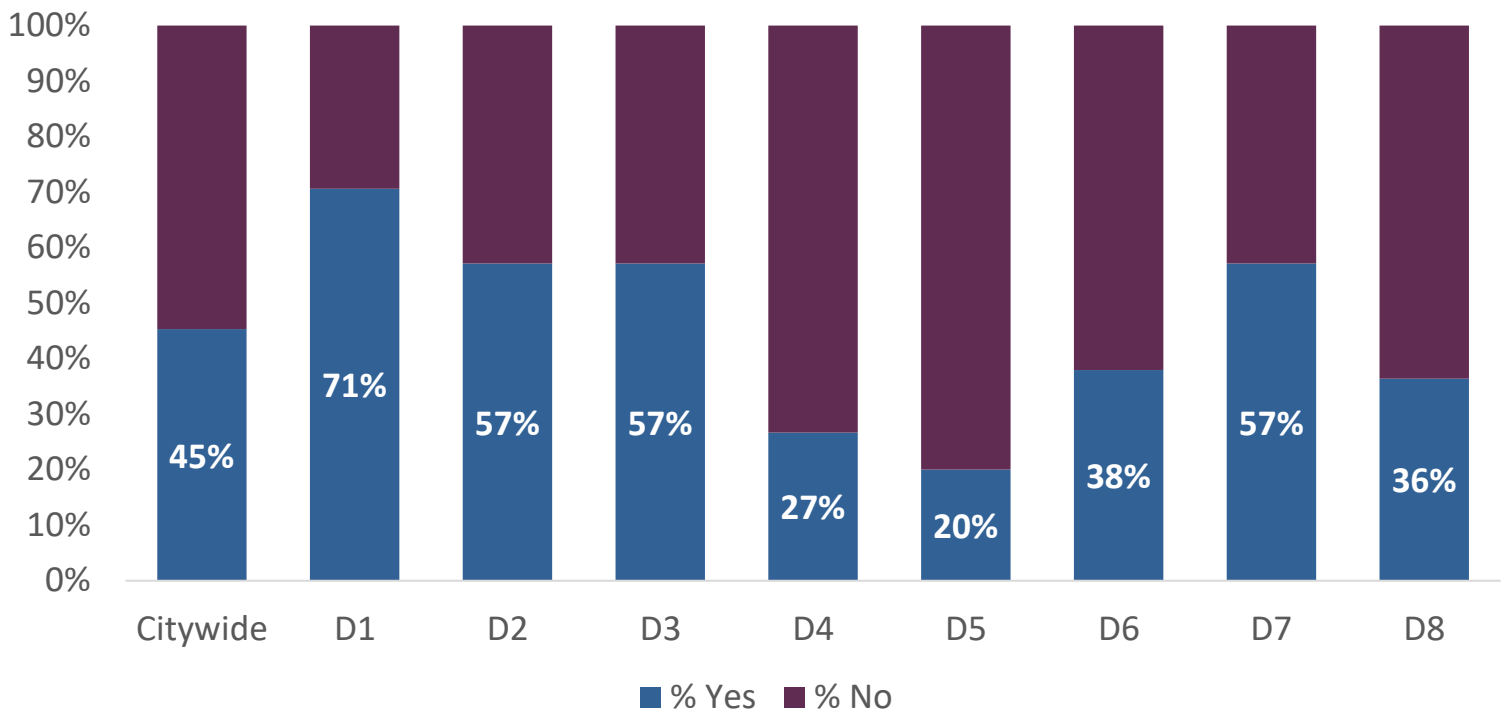


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Public Safety

Maryvale Police Precinct Renovations: \$3 million

Renovate and update the Maryvale Police Precinct.
(6180 W. Encanto Boulevard)

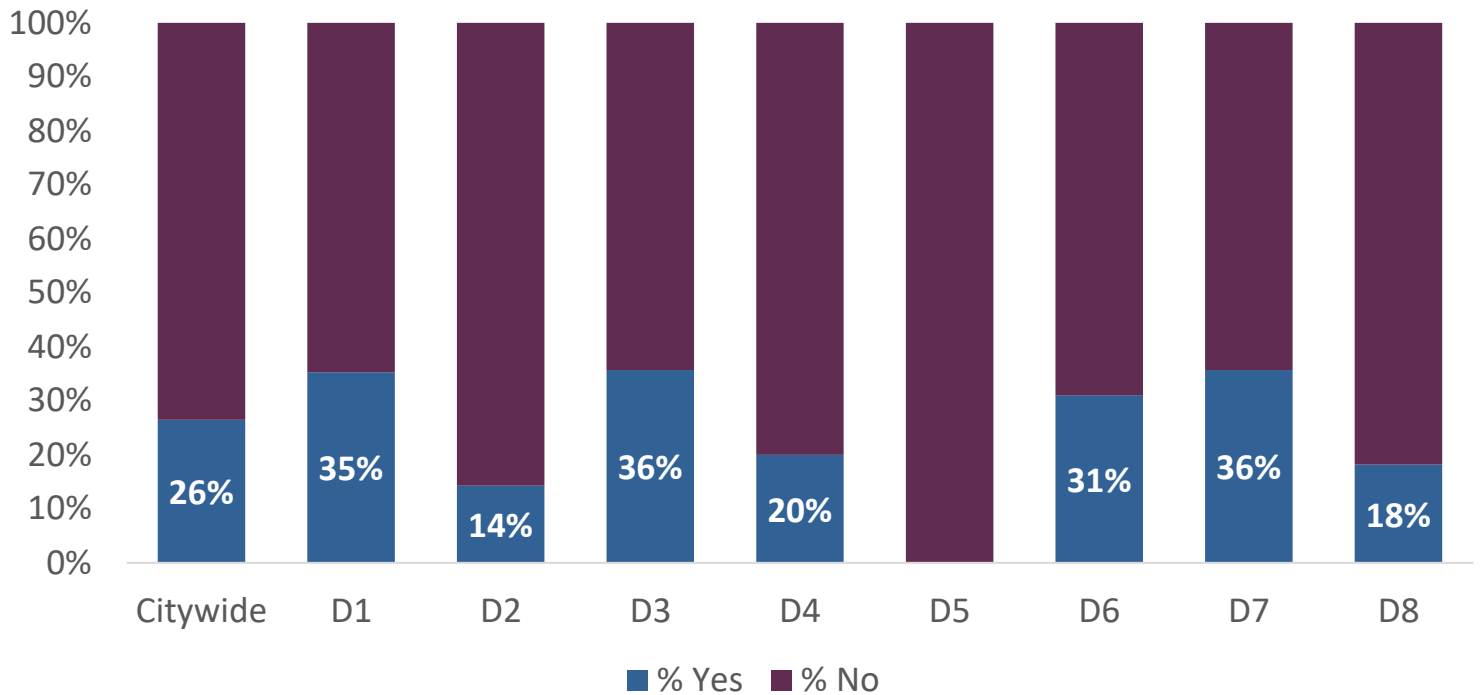


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Public Safety

Police Driver Training - Track Expansion and Repair - Phase 1: \$13.8 million

Construct an additional police driver training track, and repair the existing track to new condition.
(8645 W. Broadway Road)

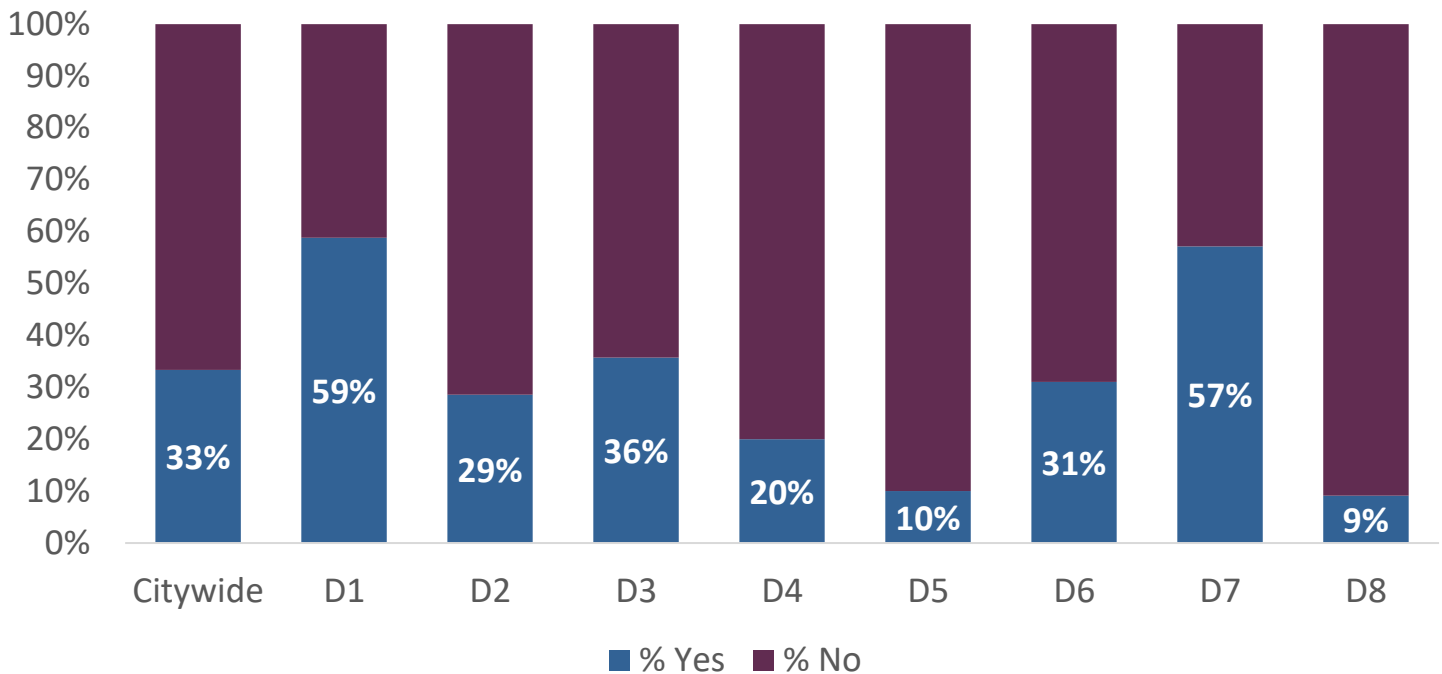


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Public Safety

Police Property Management Warehouse Renovation: \$9 million

Renovate the Police Property Management Warehouse and secure the property for vehicle evidence currently stored at a different location. Construct a 1,600 square foot administrative building for the vehicle lot. Update and improve aging evidence preservation and storage equipment and spaces to optimize space utilization and provide a visitor lobby.
(100 E. Elwood Street)



N = 116



Public Safety

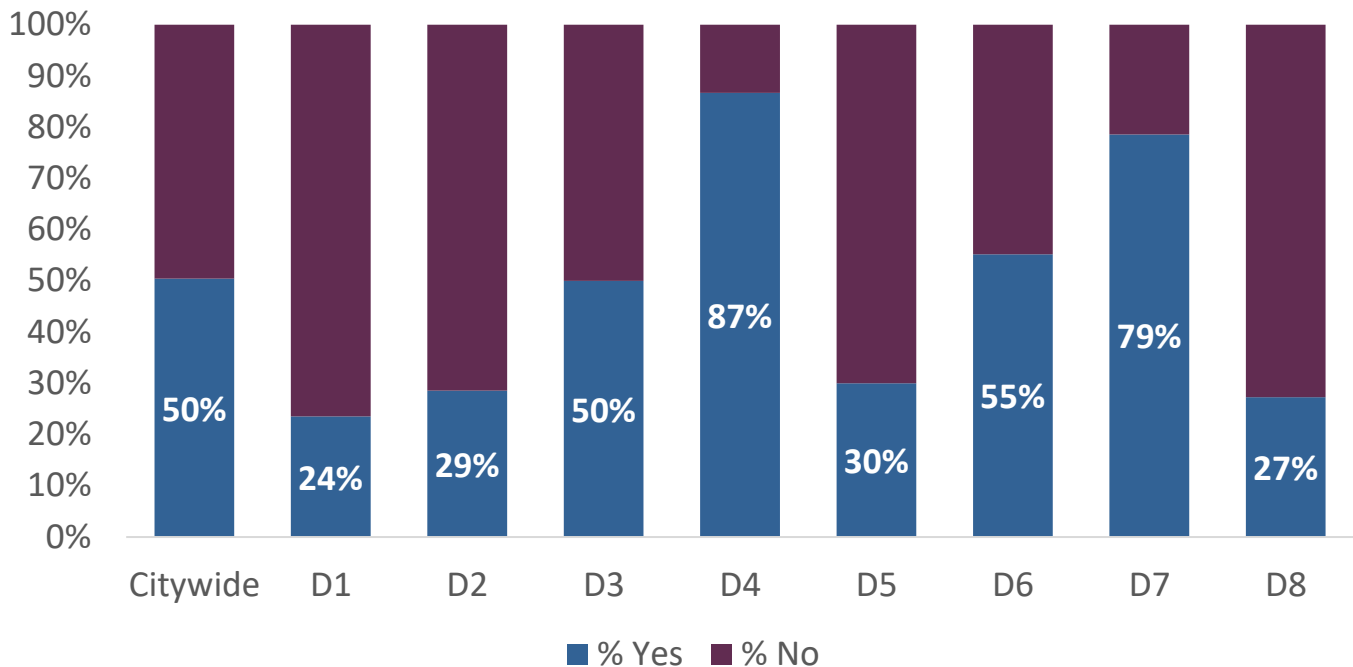
Comments:

1. Bob Carr (District 7) opposed funding the expansion and repair of the Police Driver Training Track and proposed using readily available public spaces, such as the Phoenix International Raceway or South Mountain Park for training. (July 2022)
2. Dave Eichelman (District 3) opposed funding renovations of the Maryvale Police Precinct, explaining he would like to see concrete Police reforms before funding the department's projects. (July 2022)
3. Jennifer Purdon (District 5) stated she would support funding the Cactus Park Precinct & Northern Command Center Relocation at a lower cost. (July 2022)
4. Marshall Zeable (District 1) supported funding for Fire Station 7/Community Assistance Program and proposed utilizing city park property for new fire stations to address growth and improve fire station coverage. (Aug. 12 Report)
5. Paul Dean (District 6) stated the bond should include all eight original fire stations proposed by the department to address a serious infrastructure shortage that is putting residents at risk with extended response times. (Aug. 26 Report)
6. Irwin Sheinbein (District 6) stated he was in favor of allocating as much money as possible for Public Safety, especially the Fire and Police Departments.

Streets & Storm Drainage

Equity Based Transportation Mobility - T2050 Mobility
Implementation: \$20.2 million

Design and construct recommended mobility improvements including curb, gutter, sidewalk, ADA ramps, streetlights, traffic calming, safe HAWK crossings, traffic signals, and tree/shade landscaping. Low Impact Development and Green Infrastructure may be considered in the design of these projects.

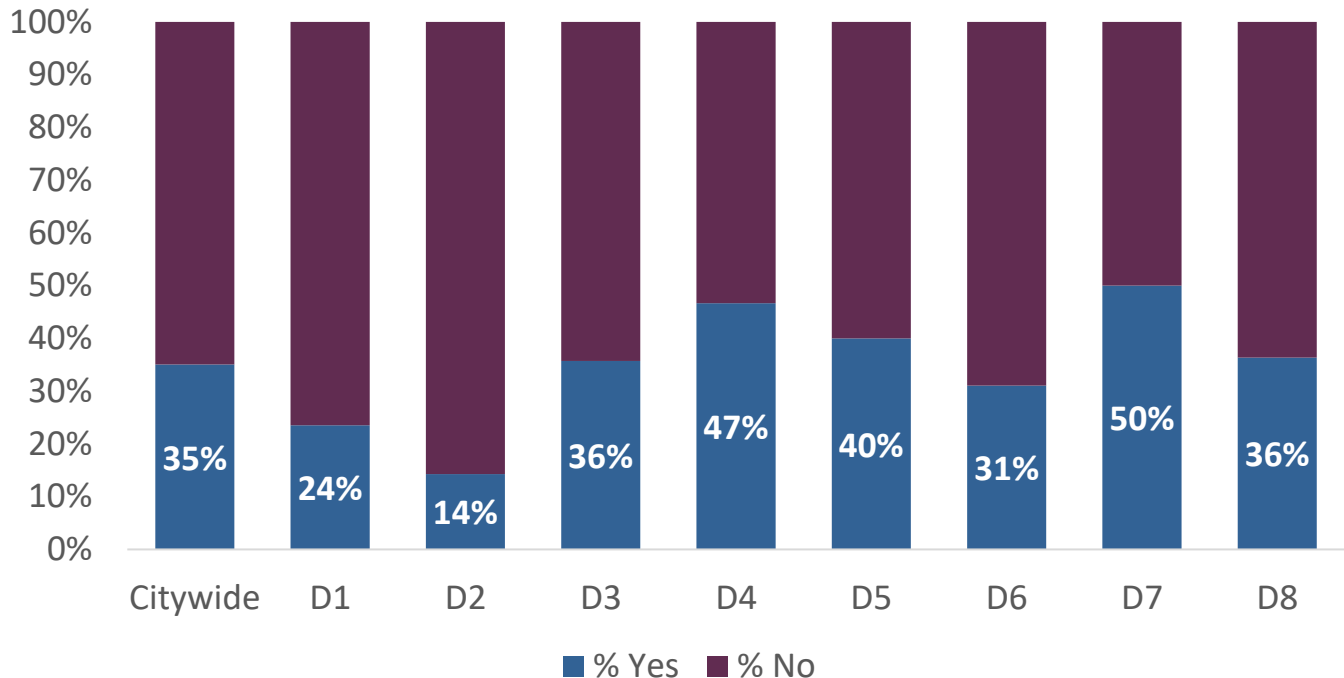


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Streets & Storm Drainage

Hohokam Drainage Program: \$27.7 million

Implement the Hohokam Area Drainage Master Plan that was prepared in collaboration with the Flood Control District of Maricopa County. Design and construct a series of storm sewer drainage basins and pipes that extends the storm drainage system in the area south of Baseline Road to Dobbins Road, and 14th Street to 21st Street.
(Baseline Road to Dobbins Road & 14th street to 21st Street)

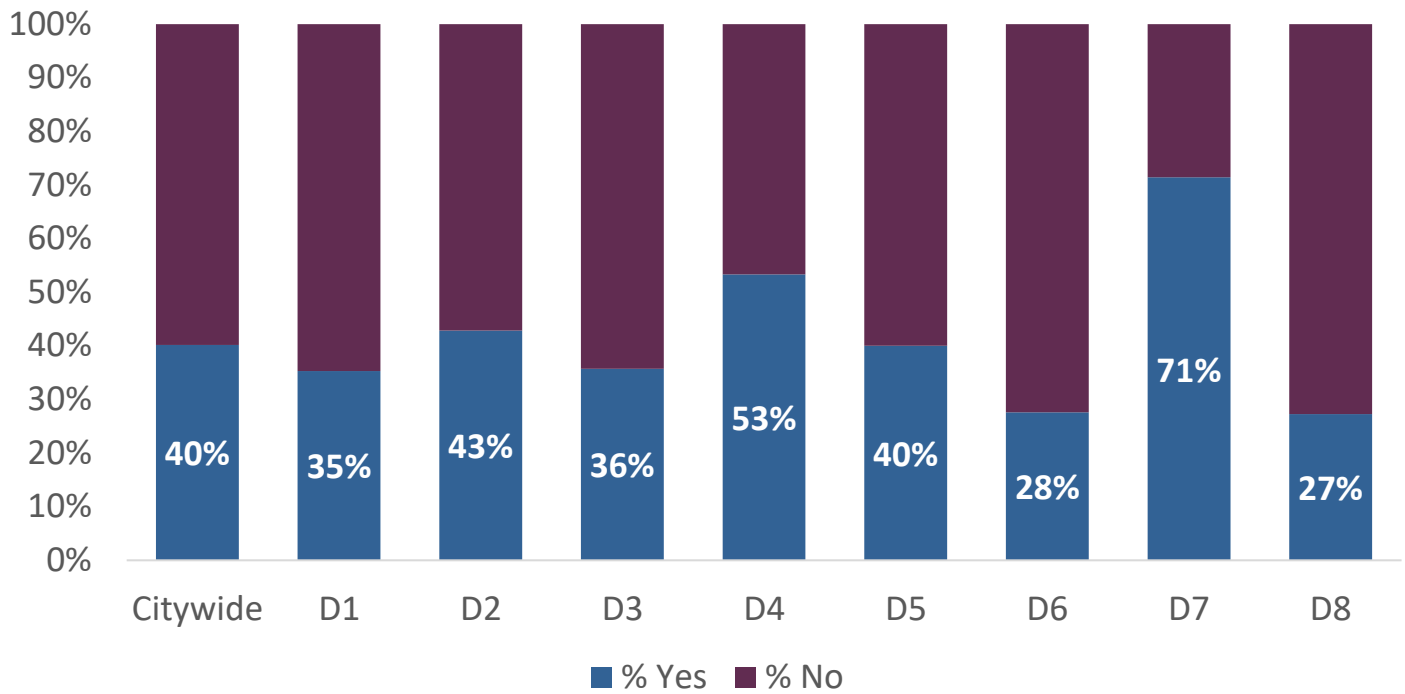


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Streets & Storm Drainage

Laveen Flood Mitigation Projects: \$11.9 million

Implement drainage mitigation options to reduce flood impacts in four areas of Laveen. These projects were recommended in the 2022 Laveen Area Drainage Feasibility Study.
(Various)

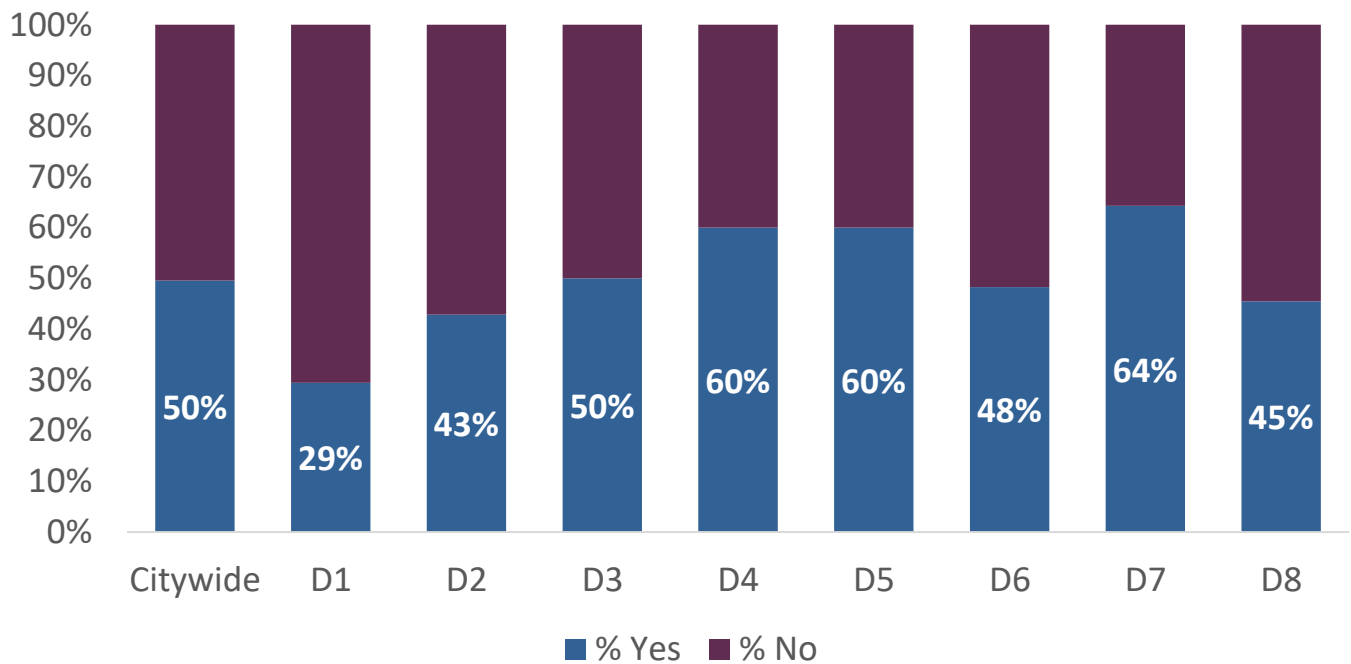


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Streets & Storm Drainage

Neighborhood Traffic Mitigation: \$12 million

Implement a resident-driven process to install traffic calming devices on residential streets including speed humps, speed cushions, traffic circles, diverters and other hardscape elements.
(Citywide)

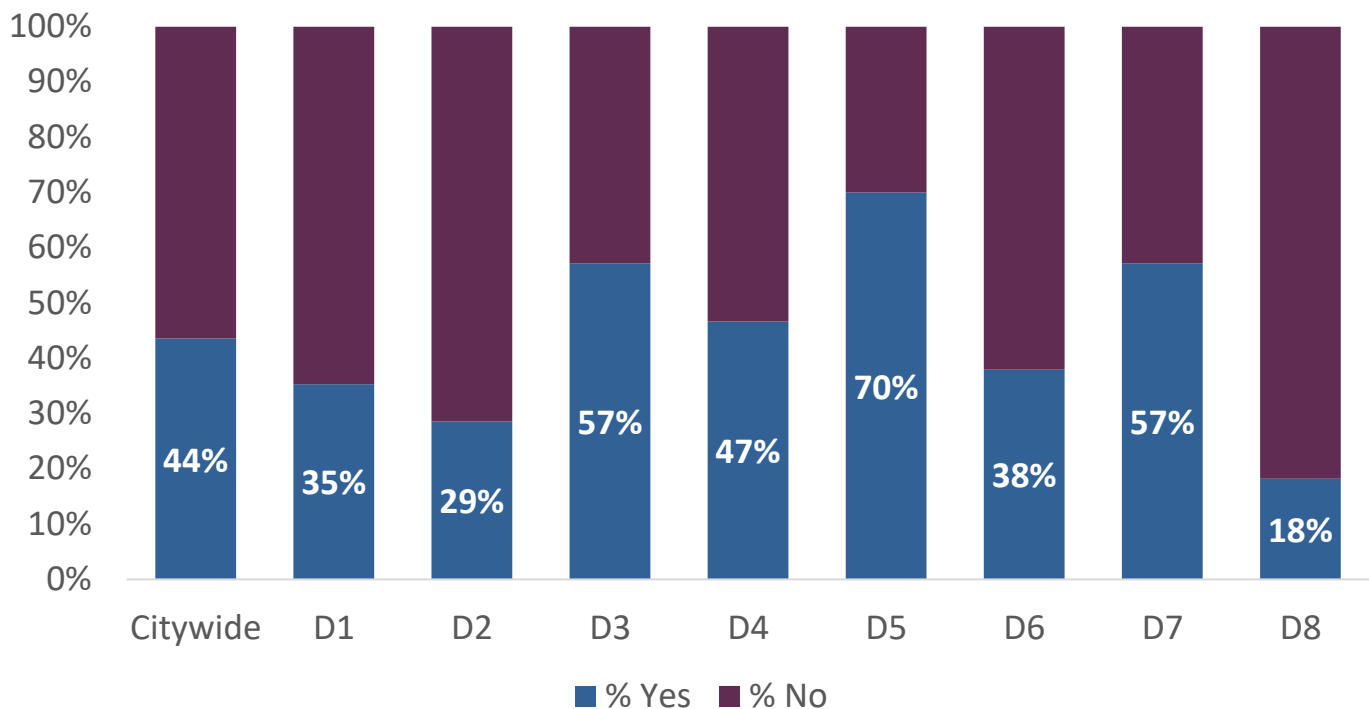


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Streets & Storm Drainage

Pavement Maintenance Supplement: \$35.4 million

Supplement the Accelerated Pavement Maintenance Program by extending the neighborhood street mill and overlay program for an additional five years at an estimated \$1 million per residential quarter section.
(Citywide)



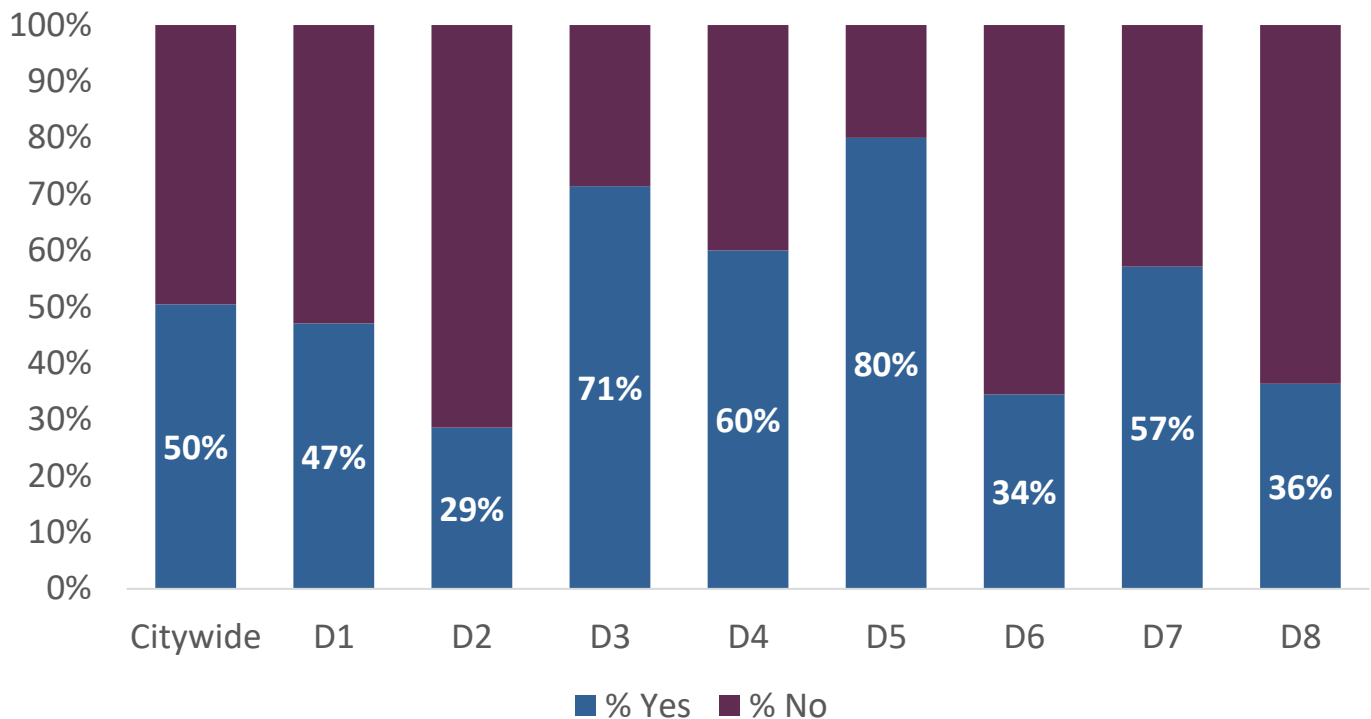
N = 116

Streets & Storm Drainage

Storm Drain Replacement Program: \$28.3 million

Replace deteriorating metal storm drain pipe with new reinforced concrete pipe. Approximately one to two miles of pipe would be replaced each year.

(Various)

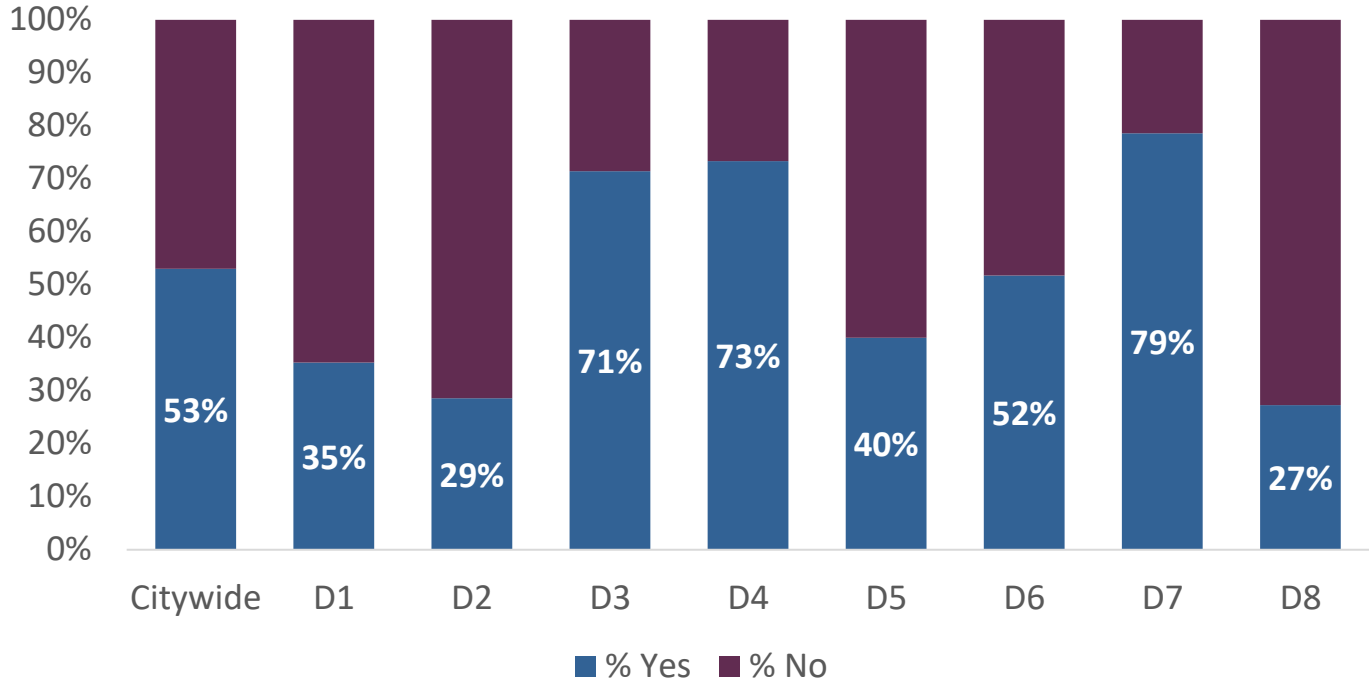


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Streets & Storm Drainage

Vision Zero Implementation: \$25.2 million

Supplement the Council-approved Road Safety Action Plan and leverage various Federal funding opportunities toward becoming a Vision Zero city. Identify, design, and implement roadway safety countermeasures that address locations and behaviors related to fatal and serious injury accidents.
(Citywide)



N = 116



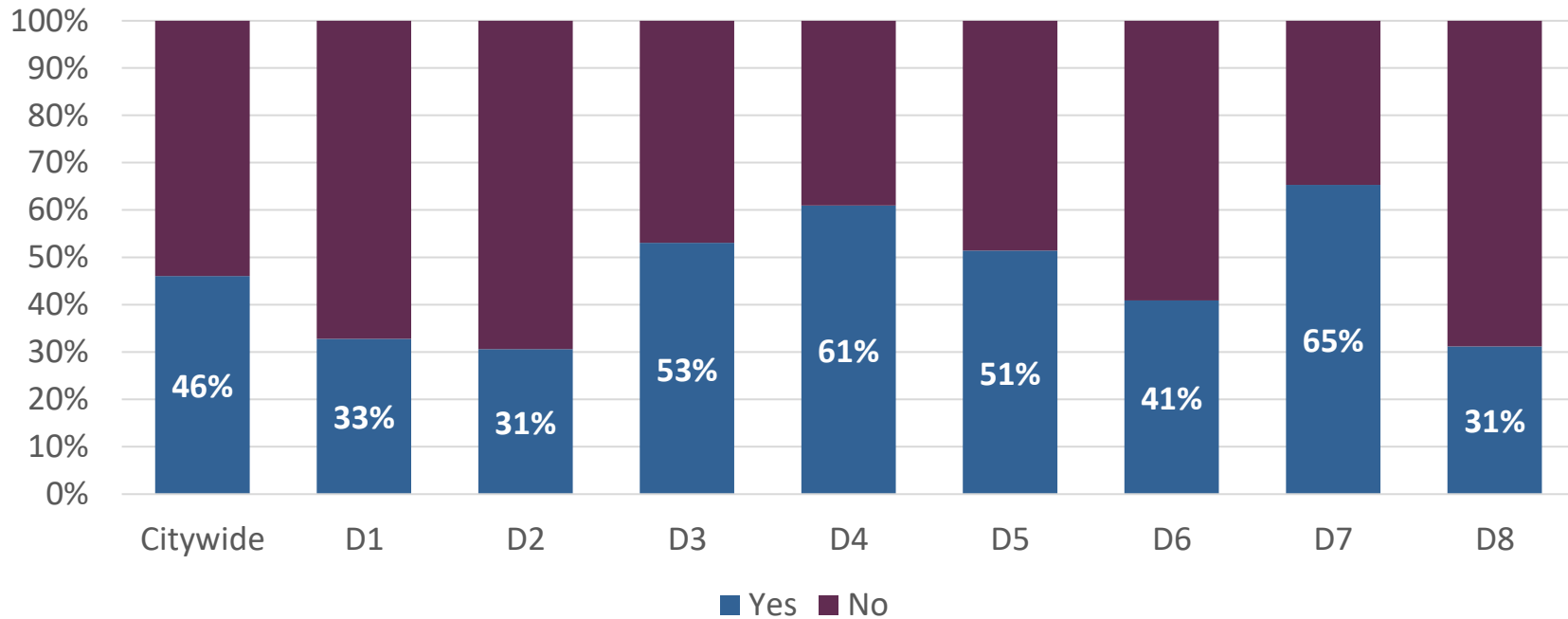
Streets & Storm Drainage

Comments:

1. Dave Eichelman (District 3) supported funding for implementation of Equity Based Transportation Mobility and proposed pedestrian bridges or underpasses be built instead of High-Intensity Activated Crosswalk (HAWK) signals. Mr. Eichelman opposed Neighborhood Traffic Mitigation funding. As alternatives to speed bumps and traffic circles, he recommended implementing narrower roads with protected bike lanes, street parking with landscaping, and changes to traffic light timing to reduce driver speed. (July 2022)
2. Karen Gresham (District 6) supported funding for the Pavement Maintenance Supplement and Vision Zero Implementation, requesting expansion of cool pavement for heat mitigation and protected bike lanes. (July 2022)

Streets & Storm Drainage

The percent of residents indicating “yes” or “no” for the Streets & Storm Drainage category, by district

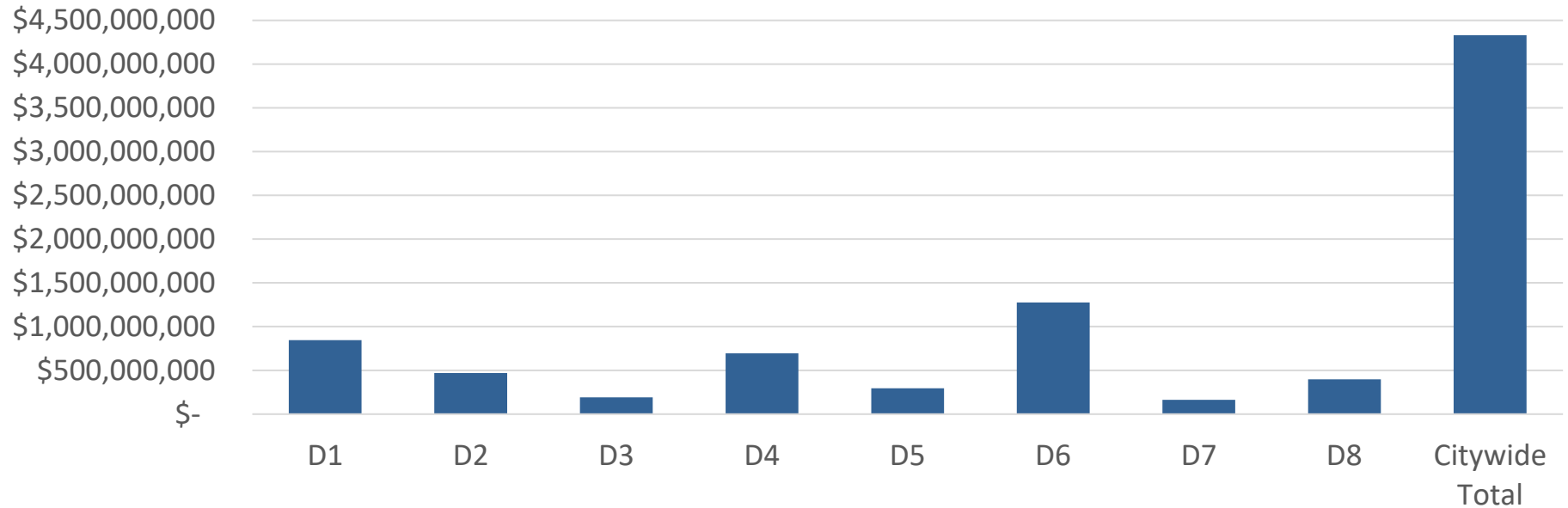


number of submissions (N) = 116



Share Your GO Bond Ideas

The amount reallocated to build-your-own GO Bond ideas by district



	D1	D2	D3	D4	D5	D6	D7	D8	Citywide Total
Amount of Submissions	\$845,000,000	\$469,000,000	\$192,000,000	\$694,000,000	\$295,000,000	\$1,275,000,000	\$163,000,000	\$397,000,000	\$4,330,000,000
Number of Submissions	11	3	4	13	8	17	12	4	72
Number of Submitters	5	4	4	6	4	11	6	4	44



Share Your GO Bond Ideas

Comments:

1. Margaret Garcia (District 8) proposed funding for multifamily affordable housing with a neighborhood pool and produce market in the Garfield neighborhood (\$10M). Ms. Garcia also requested funding for a community solar fund to install solar panels in non-profit and low-income residential spaces (\$20M), as well as funding for social workers to respond to mental health calls (\$21M). (July 2022)
(Housing, Human Services & Homelessness - \$31M; Environment & Sustainability - \$20M)
2. Bob Carr (District 7) requested funding to improve public transit in West Phoenix, such as further expanding light rail or bus rapid transit, to connect neighborhoods to the airport and Downtown Phoenix (\$2M). (July 2022)
(Neighborhoods & City Services/Streets & Storm Drainage - \$2M)
3. Michelle Moses (District 2) requested more usable parks for children within city limits and expanding parks such as Los Olivos with larger play structures and more shade (\$28M). (July 2022)
(Parks & Recreation/Environment & Sustainability - \$28M)
4. Aaron Kane (District 4) requested additional funding for unspecified GO Bond priorities (\$90M). (July 2022)
5. Karen Gresham (District 6) proposed funding for affordable housing and to address homelessness (\$150M). Ms. Gresham also requested funding to address climate change and for heat mitigation measures such as shade trees, more green space, electric vehicle charging stations, lighter colored asphalt, and bike-friendly initiatives (\$150M). (July 2022)
(Housing, Human Services & Homelessness - \$150M; Environment & Sustainability - \$150M)



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Comments, continued:

6. Stacie Beute (District 2) requested funding for affordable housing (\$344M). (July 2022)
(Housing, Human Services & Homelessness - \$344M)
7. Nick Tripoli (District 8) proposed investments in sheltering people experiencing homelessness and to address housing affordability in Phoenix (\$38M). (July 2022)
(Housing, Human Services & Homelessness - \$38M)
8. Mel Cameron (District 6) stated it would not make economic sense to replace capital projects that are still functional, and that more thought should go into upgrades for ADA compliance. Ms. Cameron opposed building new pools due to staffing shortages for existing pools. (July 2022)
(Neighborhoods & City Services; Parks & Recreation)
9. Jennifer Purdon (District 5) requested funding for Trap, Neuter, Return services for stray or feral cats in communities and improvements to facilities and staffing at Maricopa County Animal Care and Control (\$10M). Ms. Purdon also requested funding to improve educational services in Phoenix middle and high schools, including expansion of after school educational opportunities, home school assistance, and teacher recruitment (\$10M). (July 2022)
(Neighborhoods & City Services - \$10M; Housing, Human Services & Homelessness - \$10M)
10. Elizabeth Neilon (District 5) requested funding to create tree canopies along Phoenix streets and in neighborhoods, and to encourage businesses to use solar and reusable energy (\$10M) Ms. Neilon also proposed funding for indoor play spaces for children (\$10M). (Aug. 12 Report)
(Environment & Sustainability - \$10M; Parks & Recreation - \$10M)



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Comments, continued:

11. Jackson Modrak (District 4) requested funding to conserve and enhance historic neighborhoods, upgrade sidewalks on Roosevelt Row, and install and maintain trees and shade (\$10M). (Aug. 12 Report)
(Neighborhoods & City Services; Streets & Storm Drainage; Environment & Sustainability - \$10M)
12. Kristie Carson (District 4) proposed a Light Rail Beautification Maintenance Fund for trees, benches, and desert adapted landscape, as well as funding for Willo and historic district residents to convert all-grass front yards to turf and other water conserving landscapes (\$2M). (Aug. 12 Report)
(Neighborhoods & City Services; Environment & Sustainability - \$2M)
13. Dulce Arambula proposed the City partner with Source Co and procure a design team to provide water stations at bus stops throughout the city for all residents, including those who are unsheltered. Ms. Arambula also requested funding to fund two new housing facilities for those who are unsheltered, like those built in Los Angeles, as well as more Light Rail lines (\$20M). (Aug. 12 Report)
(Neighborhoods & City Services; Housing, Human Services, and Homelessness - \$20M)
14. Joshua Klemm (District 6) proposed funding for more fire stations. (Aug. 12 Report) (Public Safety)
15. David Leibowitz requested funding for new fire engines (\$20M) and additional ambulances (\$20M) to improve response times. (Aug. 12 Report)
(Public Safety - \$40M)



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Comments, continued:

16. Sandra Bassett (District 7) requested funding to renovate and rehabilitate the Phoenix Center for the Arts, including a new roof, repairing structural cracks, HVAC, plumbing, water stains, faded paint, replacing aged and broken theatrical lighting and sound equipment, installing security infrastructure, installing a shade canopy, displaying new art installations, and replacing deteriorated flooring. (Aug. 12 Report)
(Parks & Recreation)
17. Dan Penton requested funding for a new Aquatic Park and Swim Center at Cesar Chavez Park (\$14M), new trailheads, ramadas, and facilities at South Mountain Park locations in Laveen (\$21M); and a new fire station and Community Assistance Program at 35th Avenue and Baseline Road. (Aug. 12 Report)
(Parks & Recreation - \$35M; Public Safety)
18. Brandon Sunder requested additional funding for unspecified GO Bond priorities (\$150M). (Aug. 12 Report)
19. Laura Bowling (District 3) requested funding to pave the wash located north of John Jacobs Elementary School (14421 N. 23rd Avenue) due to erosion and gopher tunnels (\$1M). (Aug. 12 Report)
(Streets & Storm Drainage - \$1M)
20. Terry Klemm (District 6) requested funding for maintenance of fire stations, specifically Stations 20, 70, and 77 (\$18M). (Aug. 12 Report)
(Public Safety - \$18M)
21. Emily M (District 2) proposed funding for more fire stations (\$20M). (Aug. 12 Report)
(Public Safety - \$20M)

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Comments, continued:

22. Braden Kay (District 4) proposed funding for a Resilient Energy Hub pilot project, modeled after Envision Tempe, to retrofit cooling centers with solar and battery storage to ensure heat vulnerable neighborhoods could access a cooling center during a power outage. Mr. Kay also requested funding for a residential green stormwater infrastructure fund, through which neighborhoods could apply for funding to add curb cuts, bioswales, and other green stormwater elements to neighborhood streets and parks, prioritizing neighborhoods with high heat vulnerability. Mr. Kay also proposed funding community electric vehicle (EV) charging stations, using GO Bond funds to match federal funding to ensure Phoenix can equitably deploy EV chargers in areas where the market is less likely to build them. (Aug. 26 Report) (Environment & Sustainability; Streets & Storm Drainage)
23. Jeff Spellman (District 5) proposed funding bikeway renovations throughout the City in areas of greatest need, including safety enhancements, lighting, planting trees, and leveraging GO Bond funds with federal grants like the Land and Water Conservation Fund or the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)(\$20M). (Aug. 26 Report) (Streets & Storm Drainage - \$20M)
24. Jennifer Dangremond (District 6) proposed the creation of a fund to support property repairs and Americans with Disabilities Act (ADA) upgrades for multifamily units owned by in-state property owners who accept Section 8, VASH, or Foster Youth vouchers for a minimum of five years. Ms. Dangremond also requested the City procure a transitional housing project for youth experiencing homelessness, including project construction and the first year of operating funds, plus a combination of voucher and resident co-pays after the second year. (Aug. 26 Report) (Housing, Human Services, and Homelessness)



Share Your GO Bond Ideas

Comments, continued:

25. Jeff Sherman (District 7) proposed funding for improvements to Rio Salado Park; adding multi-use paths citywide, canal path improvements and grade separations; and to convert storm drains to bioswales and nature recovery in Central Phoenix through water capture, tree plantings, and nature paths. (Aug. 26 Report)
(Parks & Recreation; Environment & Sustainability)
26. George Colberg (District 2) requested funding to support a biomedical research and development non-profit partnership between the Biomedical Research Institute of Arizona (BRIA) and Pathfinder. (Aug. 26 Report)
(Economic Development and Education)
27. Liz C (District 7) requested funding to renovate Phoenix Center for the Arts, including removal of the front stairs, for students and the community (\$10M); create a fund for repairs at homeless shelters such as HVAC improvements (\$15M); and build an Asian Cultural Center with grocery, food, and shopping options (\$18M).
(Arts & Culture; Housing, Human Services, and Homelessness; Economic Development & Education)
28. David Madden (District 6) requested funding to renovate the Arizona Science Center to improve quality and increase capacity for guests such as school groups from across the state, to provide opportunities students may not already have at school (\$10M). Mr. Madden also proposed integrating school buses and Valley Metro buses (\$5M) and further develop public transportation, including electrification of the fleet (\$10M). (Arts & Culture; Neighborhoods & City Services; Environment & Sustainability)



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Comments, continued:

29. Rebecca Perrera (District 7) requested additional funding for unspecified GO Bond priorities (\$5M).
30. Patricia Rethore-Larson (District 8) submitted a request to dramatically increase funding toward the homeless and housing crisis, and to construct more short-term shelter and transitional housing to support the unhoused (\$205M). Ms. Rethore-Larson also proposed funding for mobile support units for the unhoused to provide showers and bathrooms to support basic hygiene, distribute water and simple portable meals, offer basic medical services and mental health support, and provide basic veterinary care for animal companions (\$80M). She recommended deploying the mobile units based on a needs assessment conducted throughout neighborhoods across Phoenix.
(Housing, Human Services, and Homelessness)
31. Christopher Alt (District 6) requested funding to invest in parking shade and rooftop photovoltaics for city-owned properties (\$197M). Mr. Alt also proposed improvements to the 99th Avenue Wastewater Treatment Plant, including increasing capacity, improving treatment to remove heavy metals and pharmaceuticals, and expanding the Tres Rios Wetlands (\$201M).
(Environment & Sustainability)
32. Christiana Moss (District 6) proposed divesting from the Palo Verde Nuclear Generating Station and investing in solar power (\$65M). Ms. Moss also requested funding for net-zero water, recycling 100 percent black water to potable wastewater instead of using it to cool Palo Verde (\$64M).
(Environment & Sustainability)
33. John Strauss (District 1) requested funding for a new community center in the proximity and north of Metrocenter, from Dunlap to Cactus, 43rd Avenue to Interstate 17 (\$200M).
(Neighborhoods & City Services)



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Comments, continued:

34. Abeth Spencer (District 3) proposed additional funding to plant trees to meet the City's goal to double the shade canopy by 2030 (\$10M). Ms. Spencer also requested funding to improve recycling facility infrastructure to work towards the City's Zero Waste goal (\$70M).
(Environment & Sustainability)
35. Van Escobar (District 4) proposed funding for more affordable housing and to address homelessness (\$200M). Mr. Escobar also requested rehabilitation centers for drug users (\$100M) and investment in public education and after school programs for children in underprivileged areas (\$104M).
(Neighborhoods & City Services; Economic Development & Education)
36. Bianca Jimenez (District 3) proposed funding to purchase and construct tiny homes or condos for unsheltered people using sustainable strategies, located in areas along the perimeter of the valley, within walking distance of public transportation, or adjacent to schools for families with high need (\$11M).
(Housing, Human Services, and Homelessness)
37. Stan Flowers (District 8) requested additional funding for unspecified GO Bond priorities (\$23M).
38. Bruce Mazur (District 3) requested funding for the Fire Department (\$100M).
(Public Safety)



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Comments, continued:

39. Ciara Rubalcava (District 6) requested funding for 400 additional firefighters by 2030 and to add three fire stations (\$100M).
(Public Safety)
40. Michael Rubalcava (District 6) requested funding for 400 additional firefighters by 2030 and to add four fire stations with apparatus (\$100M).
(Public Safety)
41. Brad Francis (District 5) requested additional funding for unspecified GO Bond priorities (\$200M).
42. Linda Chambre (District 6) requested additional funding for unspecified GO Bond priorities (\$1M).
43. Marshall Zeable (District 1) requested funding for more fire stations (\$22M) and to utilize unused city parks for fire stations, such as in the area of 40th Street and Bell Road (\$5M).
(Public Safety)
44. Michael Bonney (District 1) requested funding for more fire stations (\$50M) and more fire engines (\$15M).
(Public Safety)
45. Chrissy Bonney (District 1) requested funding for new fire stations (\$75M), fire engines and ambulances (\$46M), and to hire new Police and Fire staff (\$75M).
(Public Safety)
46. Ronald Russell (District 4) proposed funding for a cooperative housing collective, specifically 310 community-owned one- and two-bedroom condos/townhomes in the East Valley (\$31M).
(Housing, Human Services, and Homelessness)